



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY  
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST  
COUNCIL CHAMBERS  
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, APRIL 7, 2020 – 6:00 PM

**ALEJANDRA SOTELO-SOLIS**  
Mayor

**MONA RIOS**  
Vice Mayor

**JERRY CANO**  
Councilmember

**RON MORRISON**  
Councilmember

**GONZALO QUINTERO**  
Councilmember

**NOTICE:** The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). **Written comments or testimony from the public must be submitted via e-mail to [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) by 4:30 p.m. on the day of the City Council Meeting.**

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). Regular Meetings of the Elected Body are webcast and archived on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** The Elected Body will receive public comments via e-mail at [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) regarding any matters within the jurisdiction of the City and/or the Community Development Commission. **Written comments must be submitted via e-mail to [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) by 4:30 p.m. on the day of the City Council Meeting.** The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the

1243 National City Blvd.  
National City, CA 91950  
619-336-4240

Meeting agendas and  
minutes available on the  
City's website at  
[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)

length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**AVISO:** La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov). **Los comentarios o testimonios escritos del público deben enviarse por correo electrónico a [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) antes de las 4:30 p.m. en el día de la junta del Concejo Municipal.**

**ORDEN DEL DÍA:** Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

**INFORMES:** Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov).

**COMENTARIOS PÚBLICOS:** El Órgano Electo recibirá comentarios públicos enviados por correo electrónico a [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) sobre cualquier asunto dentro de la jurisdicción del

Ayuntamiento y/o la Comisión de Desarrollo Comunitario. **Los comentarios por escrito deben enviarse por correo electrónico a [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) antes de las 4:30 p.m. en el día de la sesión del Concejo Municipal.** El límite de tiempo establecido para el testimonio público es de tres minutos por expositor. La Alcaldesa o el Presidente pueden limitar la duración de los comentarios debido a la cantidad de personas que desean hablar o si los comentarios se vuelven repetitivos o inconexos.

**AGENDA ESCRITA:** Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

**CALENDARIO DE CONSENTIMIENTO:** Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

## **OPEN TO THE PUBLIC**

### **A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

**AWARDS AND RECOGNITIONS**

1. [Employee of the Quarter 2020 - Karla Apalategui, Senior Accounting Assistant. \(Finance\)](#)

**PRESENTATIONS**

**INTERVIEWS / APPOINTMENTS**

**REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)**

**CONSENT CALENDAR**

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City authorizing the Chief of Police to sign an updated Memorandum of Understanding \(MOU\) with the various local and federal law enforcement agencies to participate in the East County Regional Gang Task Force \(ECRGTF\) – Safe Streets Task Force \(SSTF\). The ECRGTF-SSTF conducts criminal investigations to identify and target criminal enterprise groups responsible for drug trafficking, money laundering and crimes of violence to include robbery and homicide. This MOU is required to participate in the ECRGTF. \(Police\)](#)
4. [Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. \(Fire\)](#)
5. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. F024 with the](#)

- State of California Department of Transportation (Caltrans) for the Citywide Pedestrian Safety Improvements Project to allow for reimbursement of up to \$512,900 in eligible project expenditures through the Highway Safety Improvements Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$512,900 and corresponding revenue budget. (Engineering/Public Works)
6. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. F025 with the State of California Department of Transportation (Caltrans) for the Citywide Safety Lighting Enhancements Project to allow for reimbursement of up to \$175,200 in eligible project expenditures through the Highway Safety Improvements Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$175,200 and corresponding revenue budget. (Engineering/Public Works)
  7. Resolution of the City Council of the City of National City approving the installation of red curb “No Parking” and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections (TSC No. 2020-03). (Engineering/Public Works)
  8. Warrant Register #34 for the period of 2/12/20 through 2/18/20 in the amount of \$796,808.33. (Finance)
  9. Warrant Register #35 for the period of 2/19/20 through 2/25/20 in the amount of \$2,406,717.38. (Finance)

## **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

10. Public Hearing, Findings of Urgency, and Adoption of an Urgency Ordinance of the City Council of the City of National City: (1) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus (COVID-19), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and (2) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20. (Housing Authority)
11. Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential project, as required by the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), pursuant to Section 142(a)(7) of the Internal Revenue Code with no fiscal impact to the City, and not to exceed \$25,000,000 in

[outstanding aggregate principal to finance the acquisition and rehabilitation of a 151-unit multifamily rental housing project located at 2525 Highland Avenue in National City. \(Housing Authority\)](#)

12. [Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development \(HUD\) Draft Five-Year Consolidated Plan for HUD Program Years \(PY\) 2020 to 2024 and allocation of HUD PY 2020 entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for the PY 2020 Action Plan. \(Housing Authority\)](#)
13. [Public Hearing and Adoption of a Resolution regarding a Conditional Use Permit \(CUP\) for a new bar \(Paradise VYBZ\) to be located at 309 Highland Avenue and waiver of City Council Policy No. 707 conditions 14 and 15. \(Applicant: Jean Dumont\) \(Case File No. 2020-02 CUP\) \(Planning\)](#)
14. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 204 East 2nd Street. \(Applicant: Jerry Overbey\) \(Case File 2020-04 M\) \(Planning\)](#)

## **NON CONSENT RESOLUTIONS**

### **NEW BUSINESS**

15. [Feasibility Report and Resolution of the City Council of the City of National City establishing that all Regular Board, Commission, and Committee Meetings shall be held at City Hall. \(City Attorney\)](#)

## **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

16. [Public Hearing and Adoption of a Resolution of the Community Development Commission-Housing Authority of the City of National City, approving the Five Year and Annual Public Housing Agency \(PHA\) Plans for Fiscal Year 2021-2025, and authorizing the submittal of the Plans to the U.S. Department of Housing and Urban Development. \(Housing Authority\)](#)

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS - HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

17. [COVID-19 Update. \(City Manager\)](#)

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - April 21, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2020 - Karla Apalategui, Senior Accounting Assistant. \(Finance\)](#)  
Please scroll down to view the backup material.



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: March 2, 2020  
TO: Brad Raulston, City Manager  
FROM: Robert J. Meteau, Jr., Human Resources Director *fm*  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

---

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 1<sup>st</sup> Quarter of calendar year 2020 is:

**Karla Apalategui – Senior Accounting Assistant**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, March 17, 2020 to be recognized for her achievement and service.*

Attachment

---

cc: Karla Apalategui  
Mark Roberts – Director of Finance  
Mayor's Confidential Assistant  
Human Resources – Office File

RECEIVED

FEB 26 2020

CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award  
Nomination Form

I nominate Karla Apalategui

for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Karla is an extraordinarily conscientious employee who sincerely cares about her work & the City of National City. She takes her role, now as Senior Accounting Assistant, to protect the City's assets very seriously, reviewing every invoice, bill, or other request for payment carefully, to ensure all the "i's are dotted" and all the "t's are crossed" before approving payment. She provides training or assistance to other employees, and she works tirelessly, to resolve problems.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: Mark Roberts

Signature: Mark Roberts Date: 2/25/20

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_

04/07/20

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Chief of Police to sign an updated Memorandum of Understanding \(MOU\) with the various local and federal law enforcement agencies to participate in the East County Regional Gang Task Force \(ECRGTF\) – Safe Streets Task Force \(SSTF\). The ECRGTF-SSTF conducts criminal investigations to identify and target criminal enterprise groups responsible for drug trafficking, money laundering and crimes of violence to include robbery and homicide. This MOU is required to participate in the ECRGTF. \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Chief of Police to sign an updated Memorandum of Understanding with the various local and federal law enforcement agencies to participate in the East County Regional Gang Task Force (ECRGTF) – Safe Streets Task Force (SSTF). The ECRGTF-SSTF conducts criminal investigations to identify and target criminal enterprise groups responsible for drug trafficking, money laundering and crimes of violence to include robbery and homicide. This MOU is required to participate in the ECRGTF.

**PREPARED BY:** Graham Young, Captain

**PHONE:** Ext. 4514

**DEPARTMENT:** Police



**EXPLANATION:**

If the Resolution is approved by the City Council, it will allow the Chief of Police to sign a Memorandum of Understanding with various law enforcement agencies to participate in the East County Regional Gang Task Force – Safe Streets Task Force (ECRGTF-SSTF). The FBI and the County of San Diego oversee the task force and both require separate MOUs. This resolution is to sign the MOU with the participating agencies. The ECRGTF-SSTF will identify and target for prosecution criminal enterprise groups responsible for crimes of violence and the apprehension of dangerous fugitives where there may be a federal interest. In addition, the ECRGTF-SSTF will enhance the effectiveness of the federal/state/local law enforcement resources through well-coordinated information sharing/investigative/prosecutorial avenues.

The National City Police Department will continue to dedicate one Police Investigator to the task force. For the purposes of the MOU, each participating agency is responsible for providing its respective personnel assigned to the ECRGTF-SSTF with salaries, benefits and overtime. On qualifying cases, the FBI reimburses for overtime under a separate MOU approved by City Council on June 19, 2019 and approved under Resolution No. 2018-88. The duration of the MOU is ongoing, contingent to funding for the program. Per the City Attorney's Office, the MOU must be approved by City Council due to Indemnification clauses in the agreement.

**APPROVED BY:** \_\_\_\_\_

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

MOU

**MEMORANDUM OF UNDERSTANDING  
FOR THE  
EAST COUNTY REGIONAL GANG TASK FORCE**

**1. PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF EL CAJON, the CITY OF LA MESA, the CITY OF NATIONAL CITY ("CITIES"), the U. S. DEPARTMENT OF HOMELAND SECURITY ("DHS"), the U. S. DEPARTMENT OF THE TREASURY ("DT"), the U. S. DEPARTMENT OF JUSTICE ("USDOJ"), and the CALIFORNIA HIGHWAY PATROL ("CHP"), collectively the "PARTIES", for program support of the East County Regional Gang Task Force ("ECRGTF").

**1.1 Party Departments or Agencies Participating in the MOU**

- 1.1.1 For the COUNTY, participating agencies are the Sheriff's Department ("SHERIFF"), and the District Attorney's Office ("DA").
- 1.1.2 For the CITIES, participating agencies are their respective police departments.
- 1.1.3 For the DHS, participating agency is the Homeland Security Investigations, San Diego ("HSI").
- 1.1.4 For the USDOJ, participating agency is the Federal Bureau of Investigation ("FBI") and the U. S. Attorney's Office, Southern District of California ("USAO").
- 1.1.5 For the DT, participating agency is the Internal Revenue Service (IRS).
- 1.1.6 The CHP does not have a subordinate agency, bureau, section, or department participant.

The services and obligations of PARTIES and their participating departments or agencies are set forth herein.

**2. PURPOSE AND MISSION**

- 2.1 The purpose of this MOU is to formalize the framework of cooperation, coordination, and collaboration between all PARTIES of the ECRGTF. This MOU also addresses the USDOJ designation of Safe Streets Task Force ("SSTF") as applied to the ECRGTF with the 2008 inclusion of the FBI as a PARTY. The requirements of the USDOJ/FBI designated SSTF are set forth in the below paragraphs and incorporated herein.
- 2.2 The mission of the ECRGTF is to identify and target for prosecution organized criminal groups and their members who are responsible for: crimes of violence,

including, but not limited to murder, robbery, aggravated assault; drug trafficking, money laundering, alien smuggling, human trafficking; and other criminal activity to benefit the organization or criminal street gang through acquisition of wealth and power. The ECRGTF will utilize criminal intelligence analysts and crime analysis resources of the PARTIES in an effort to identify criminal enterprises and criminal street gangs with an emphasis on identification, arrest, and prosecution of members and associates of violent street gangs and criminal organizations, and the dismantling and disruption of said organizations.

**3. PARTICIPANTS**

ECRGTF will be comprised of SHERIFF deputies, CITIES police officers; CHP officers; DA investigators; FBI, HSI, and IRS agents; and, prosecuting attorneys from the DA and the USAO.

**4. EXECUTIVE COMMITTEE**

ECRGTF shall be headed by an Executive Committee. Members of the committee will include a Chief Executive Officer (CEO) or his or her designee from each of the PARTIES. These members shall meet annually to discuss operations and provide oversight and guidance to the Coordinating Committee. Additional meetings may be convened at the request of any PARTY as necessary.

**5. COORDINATING COMMITTEE**

The Coordinating Committee will consist of representatives from each PARTY as designated by the CEO/executive committee member of that PARTY. The Coordinating Committee will assist the Task Force Coordinator (TFC) in: a) obtaining resources including funds, personnel, equipment, vehicles and other items required to support the overall mission; b) developing administrative procedures and investigative objectives and strategies; and, c) preparing reports for presentation to the Executive Committee. The Coordinating Committee shall meet as necessary.

**6. TASK FORCE COORDINATOR**

The TFC is designated as a SHERIFF'S lieutenant assigned to the Narcotics and Gang Division of the San Diego County Sheriff's Department. The TFC is directly accountable to the Executive Committee. The TFC will interact with TFCs of other Violent Crimes Task Forces. The TFC will prepare a monthly written report of ongoing and completed investigations for dissemination to the Executive and Coordinating Committees. The Special Agent in Charge (SAC) of the FBI San Diego Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the federal investigations and the administrative components of the SSTF. The SSTF Supervisor shall oversee day-to-day operational and investigative matters pertaining to the SSTF.

## **7. ISSUE RESOLUTION**

Operational issues should be resolved at the lowest level possible beginning with investigators and primary supervisors. If no mutually acceptable resolution is possible, the TFC will present the issue to the Coordinating Committee for resolution. Conduct undertaken outside the scope of an individual's Task Force duties and assignments under this MOU shall not fall within the oversight responsibility of the TFC, Task Force Supervisor, or the SSTF Supervisor.

## **8. PERSONNEL**

### **8.1 Investigators**

The components of the ECRGTF will be staffed by personnel recommended for assignment to the task force by each PARTY. If the TFC has cause to replace an individual, the issue will be discussed with the PARTY representative to the Coordinating Committee. If the PARTY in question does not concur with the decision of the TFC, the issue will be forwarded to the Coordinating Committee for a final decision. SSTF funded positions will be awarded to the ECRGTF based upon need and availability, at the discretion of FBI Headquarters and the FBI San Diego Field Office SAC. PARTIES may rotate their assigned investigators as necessary to comply with their agencies' policies and procedures.

Each PARTY will supply its own personnel with the equipment necessary to perform ECRGTF operations under this MOU, to include, but not limited to:

- A fully maintained undercover vehicle
- A radio capable of communicating with the PARTY'S communications system
- A cellular phone
- All safety equipment including firearms(s) and body armor

### **8.2 Clerical**

SHERIFF will provide one Office Assistant and FBI will provide one Operational Support Technician to facilitate normal administrative and clerical duties associated with the ECRGTF.

### **8.3 Payroll**

PARTIES will pay the regular and overtime salaries and benefits of its personnel assigned to the ECRGTF. Overtime may be reimbursable to PARTIES through the federal SSTF budgeted assignments and other federal or state grants currently funding

special operations. Further, each PARTY's personnel will report to his or her respective agency for personnel and administrative matters.

#### **8.4 Agency Commitment**

Each PARTY will provide the following staff:

- **San Diego County Sheriff's Department**  
One full-time lieutenant (Task Force Coordinator)  
One full-time sergeant (Task Force Supervisor)  
Six full-time detectives
- **San Diego County District Attorney**  
One full-time investigator  
One prosecuting deputy district attorney (DDA)
- **El Cajon Police Department**  
One full-time detective
- **La Mesa Police Department**  
One full-time detective
- **National City Police Department**  
One full-time detective
- **California Highway Patrol**  
One full-time investigator
- **U. S. Attorney's Office, Southern District of California**  
One liaison assistant U. S. Attorney (AUSA)
- **U. S. Department of Homeland Security**  
One full-time HSI special agent
- **U. S. Department of Justice**  
One full-time FBI supervising special agent (SSTF Supervisor)  
Seven full-time FBI special agents
- **U. S. Department of the Treasury**  
One full-time IRS special agent

#### **9. INVESTIGATIVE STRATEGY**

The routine investigative strategy regarding case development and direction will be the responsibility of the TFC. The DA and USAO should be consulted regularly for legal opinions and guidance. It is intended that full use be made of the "vertical prosecution"

process and mandatory sentencing laws. This is interpreted to mean that PARTIES will communicate with the assigned attorney at the earliest logical moment in an investigation to coordinate and build a case from inception through final adjudication.

**10. PROSECUTION STRATEGY**

ECRGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution. Criminal cases which present only violations of California law shall be presented to the DDA assigned to the ECRGTF. Criminal cases which present only violations of federal law shall be presented to the AUSA designated to the ECRGTF.

Cases which present violations to both state and federal statutes shall be presented to the DDA and the AUSA to determine the appropriate venue in which to prosecute the case.

**11. HOUSING**

SHERIFF will provide housing for the ECRGTF, to include routine maintenance and repairs, water and power service and, custodial and telephone services.

**12. EQUIPMENT**

The TFC will be responsible for the procurement, allocation, and inventory of equipment. The Coordinating Committee will provide support as required. Equipment loaned to ECRGTF by any PARTY will be inventoried and returned to the loaning PARTY if the ECRGTF disbands or if PARTY ends its participation.

**13. INDEMNIFICATION - WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**

**13.1** For the purposes of this section 13, the term PARTY and PARTIES does not include the DHS, the DT through the IRS, and the USDOJ through the FBI and through the USAO.

**13.2** The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

**13.3** Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency.

**13.4** Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

**14. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE**

**14.1** For the purposes of this section 14, the term PARTY and PARTIES does not include the DHS, the DT through the IRS, and the USDOJ through the FBI and through the USAO.

**14.2 Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this MOU hereby agrees to defend and indemnify the other PARTIES to this MOU, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this MOU. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this MOU. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

### **14.3 Claims Arising From Concurrent Acts or Omissions**

Each PARTY hereby agrees to defend itself from any claim, action, or proceeding arising out of its own concurrent acts or omissions. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 14.4 below.

### **14.4 Joint Defense**

Notwithstanding paragraph 14.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in section 14.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

### **14.5 Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

## **15. GENERAL PROVISIONS**

### **15.1 Independent Contractor Status**

**15.1.1** In the performance of services under this MOU, each PARTY acknowledges and agrees that it and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of any other PARTY. All personnel provided by a PARTY under this MOU are under the direct and exclusive supervision, daily direction, and control of that PARTY and that PARTY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

**15.1.2** Each PARTY acknowledges and agrees that no other PARTY controls the manner and means of performing the work of their officers, agents or employees who perform ECRGTF program Operations, nor does any other PARTY have the right to hire or fire such officers, agents or employees.

**15.1.3** Each PARTY has no authority of any kind to bind any other PARTY, nor shall any PARTY act or attempt to act, or represent itself directly or by implication as an agent of any other PARTY, or in any manner assume or

create or attempt to assume or create any obligation on behalf of or in the name of any other PARTY.

- 15.1.4** Task Force personnel who are deputized under either Title 18 or Title 21 Special Deputation Authority, which may include Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG). Additionally, they must adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

**16. STANDARD OPERATING PROCEDURE (SOP)**

All ECRGTF members shall:

- 16.1** Review and abide by the SOP manual prepared by the Coordinating Committee with oversight from the Executive Committee.
  - 16.1.1** The SOP shall specify policies and procedures for the ECRGTF.
- 16.2** It is agreed that matters designated to be handled by the ECRGTF will not knowingly be subject to non-ECRGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the ECRGTF's existence and areas of concern.
- 16.3** It is agreed there is to be no unilateral action taken on the part of the any participating agency relating to ECRGTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing and closing federal SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General Guidelines.
- 16.4** ECRGTF personnel will have equal responsibility for each case assigned. ECRGTF personnel will be responsible for completing investigations from predication to resolution.
- 16.5** ECRGTF personnel will be responsible for complying with their respective agency's policies and procedures.

All PARTIES shall not:

- 16.6** Use resources/personnel for any purpose that knowingly violates California Senate Bill 54 (the California Values Act) while engaged in task force related investigations.

## **16.7 Use of Less-Than-Lethal-Devices**

16.7.1 The parent agency of each individual assigned to the ECRGTF will ensure that while the individual is participating in the task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

## **16.8 Deadly Force and Shooting Incident Policies**

16.8.1 SSTF personnel will follow their own agencies' policies concerning firearms discharge and the use of deadly force.

## **16.9 Deputations**

16.9.1 Local and state law enforcement personnel designated to the ECRGTF as SSTF officers, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the ECRGTF or until the termination of the ECRGTF, whichever comes first.

16.9.2 Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

## **17. VEHICLES**

17.1 In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business, however only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.

17.2 The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.

17.3 The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency SSTF personnel, except where liability may fall under the

provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

**17.4** The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency SSTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.

**17.5** To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

## **18. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

## **19. ASSET FORFEITURE**

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with SSTF investigations. Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set forth by the FBI and Department of Justice (DOJ). Forfeitures attributable to SSTF investigations may be distributed among the participating agencies according to prior agreement between all member agencies based on a percentage ratio of member agency staff participating in the investigation versus the total number of staff participating in the investigation.

Forfeitures attributable to the Department of the Treasury deemed by the United States Attorney's Office and the Internal Revenue Service to be shared with the local agencies will be distributed among the participating agencies according to prior agreement between all member agencies.

Forfeitures attributable to cases managed at the local level will be distributed among the participating agencies according to prior agreement between all member agencies.

## **20. MEDIA**

All press releases pertaining to the ECRGTF will be mutually agreed upon and jointly handled according to participating agency guidelines.

**21. TERM OF AGREEMENT**

The original MOU was effective January 9, 2006 and subsequently updated and replaced by the MOU effective January 4, 2013. This MOU, upon approval by the Executive Committee, shall be the governing document under the following provisions:

**21.1 Initial Term**

The term of this MOU shall be retroactive to midnight on January 1, 2020, and shall continue until terminated pursuant to section 21.2 below.

**21.2 Option to Extend**

Upon the mutual agreement of COUNTY and any PARTY, this Agreement may be renewed for successive one (1) year periods. Renewal or extension of the Agreement beyond December 31, 2022 shall be subject to a time extension approved by PARTIES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

**21.3 Termination**

Subject to the applicable provisions of state law, any PARTY may terminate its participation in this MOU upon ninety (90) days' minimum written notice to the other PARTIES.

**22. ANNUAL REPORT**

One year from the commencement date of the original MOU, and annually thereafter, the TFC will present a report to the Executive Committee detailing the efforts of the ECRGTF in meeting its purpose and mission.

**23. ADDING AGENCIES**

Additional agencies requesting inclusion to the ECRGTF will be recognized by signing this agreement as an addendum to the MOU.

**24. OBLIGATION**

This MOU shall be binding upon the successors of the PARTIES.

**25. COUNTERPARTS**

This MOU may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

**26. CALIFORNIA LAW**

This MOU is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this MOU, such MOU being effective January 1, 2020 and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF SAN DIEGO  
SHERIFF'S DEPARTMENT**

\_\_\_\_\_  
William D. Gore  
Sheriff

**CITY OF EL CAJON**

\_\_\_\_\_  
Graham Mitchell  
City Manager

**INTERNAL REVENUE SERVICE**

\_\_\_\_\_  
Ryan L. Korner  
Special Agent in Charge  
Los Angeles Field Office

**NATIONAL CITY POLICE  
DEPARTMENT**

\_\_\_\_\_  
Jose Tellez  
Chief

**U. S. ATTORNEY'S OFFICE**

\_\_\_\_\_  
Robert S. Brewer, Jr.  
U. S. Attorney  
Southern District of California

**CALIFORNIA HIGHWAY PATROL  
BORDER DIVISION**

\_\_\_\_\_  
Omar Watson  
Division Chief

**FEDERAL BUREAU OF INVESTIGATION**

\_\_\_\_\_  
Scott Brunner  
Special Agent in Charge  
San Diego Field Office

**LA MESA POLICE DEPARTMENT**

\_\_\_\_\_  
Walt Vasquez  
Chief

**SAN DIEGO COUNTY DISTRICT  
ATTORNEY**

\_\_\_\_\_  
Summer Stephan  
District Attorney

**U. S. HOMELAND  
SECURITY INVESTIGATIONS**

\_\_\_\_\_  
Timothy J. Tubbs  
Special Agent in Charge

Approved as to form and legality:  
**THOMAS E. MONTGOMERY**  
**COUNTY COUNSEL**  
**COUNTY OF SAN DIEGO**

---

Mark Day  
Senior Deputy

**RESOLUTION 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE CHIEF OF POLICE TO SIGN A RENEWAL OF THE  
MEMORANDUM OF UNDERSTANDING WITH THE VARIOUS LOCAL AND FEDERAL  
LAW ENFORCEMENT AGENCIES TO PARTICIPATE IN THE EAST COUNTY  
REGIONAL GANG TASK FORCE (ECRGTF) – SAFE STREETS TASK FORCE (SSTF)**

**WHEREAS**, a Memorandum of Understanding (“MOU”) with the San Diego County Sheriff’s Department is required for the National City Police Department to participate in the East County Regional Gang Task Force – Safe Streets Task Force (ECRGTF-SSTF); and

**WHEREAS**, the FBI and the County of San Diego County Sheriff’s Department oversee the task force and both require separate MOUs; and

**WHEREAS**, the ECRGTF-SSTF identifies and targets criminal enterprise groups responsible for crimes of violence for prosecution and the apprehension of dangerous fugitives where there may be a federal interest; and

**WHEREAS**, the ECRGTF-SSTF will enhance the effectiveness of the federal, state, local law enforcement resources through well-coordinated information sharing, investigative, and prosecutorial avenues; and

**WHEREAS**, for the purposes of the MOU, each participating agency is responsible for providing its respective personnel assigned to the ECRGTF-SSFT with salaries, benefits and overtime; and

**WHEREAS**, the National City Police Department will continue to dedicate one Police Investigator to the task force who will be provided the use of a FBI-owned vehicle during the time that the police investigator is assigned to the ECRGTF-SSTF; and

**WHEREAS**, the duration of the MOU is ongoing, contingent to funding for the program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the Chief of Police to execute a renewal of the Memorandum of Understanding with the San Diego County Sheriff’s Department to participate in the East County Regional Gang Task Force (ECRGTF) – Safe Streets Task Force (SSTF).

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Dalla,  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO. |**

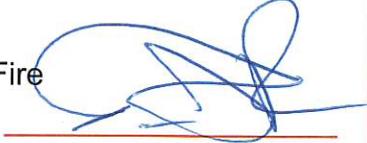
**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

National City Municipal Code Section 9.12.020 declares weeds growing or located upon streets, sidewalks, or private property to be a public nuisance. The City's Buyer conducted extensive research seeking to discover companies that provide weed and litter abatement services. Most cities in San Diego County were unsuccessful in finding an adequately qualified company, other than Fire Prevention Services, Inc. In lieu of publishing a request for proposals, the City's Buyer determined that the chances of finding a qualified and responsive bidder would be unlikely. As such, Fire Prevention Services, Inc. was determined to be the sole, responsible, and qualified company by experience and ability to perform the services desired by the City. The City would like to enter into an agreement for a period of three years from May 19, 2020 through May 18, 2023 with two one-year extensions.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** Revenues 001-12124-3561 Weed Abatement  
Expenses 001-412-125-299-0000 Contract Services

**APPROVED:** \_\_\_\_\_ MIS

Fire Prevention Services revenues are collected through the Property Tax Bill as a Fixed Charge Special Assessment.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends authorizing the Mayor to enter into an Agreement with Fire Prevention Services, Inc. for weed and litter abatement services.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Agreement by and between the City of National City and Fire Prevention Services, Inc.  
Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
FIRE PREVENTION SERVICES, INC.**

THIS AGREEMENT is entered into on this 7<sup>th</sup> day of April, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and FIRE PREVENTION SERVICES, INC., a California corporation (the "CONSULTANT").

**R E C I T A L S**

WHEREAS, all weeds growing or located upon streets, sidewalks, or private property are declared to be a public nuisance pursuant to National City Municipal Code section 9.12.020.

WHEREAS, the CITY desires to employ a CONSULTANT to provide weed and litter abatement services.

WHEREAS, the CITY has determined that the CONSULTANT is a sole provider of weed and litter abatement services according to our legal standards and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide weed and litter abatement services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 7, 2020. The duration of this Agreement is for the period of May 19, 2020 through May 18, 2023. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two (2) one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** CONSULTANT shall abate, or cause to be abated, nuisances created by weeds, rubbish, litter, junk, combustible materials, and any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on the premises as to endanger life or property (the "Project"). The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Robert Hernandez hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kenny Osborn thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be as set forth in the attached Exhibits "B" and "C".

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT

shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONSULTANT.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally

required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of

such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONSULTANT'S employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT'S employees hereby waive any claims to benefits

or compensation described in this Section 16. This Section 16 applies to CONSULTANT notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of CITY Liability. The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subCONSULTANTS are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers, employees, agents, and subCONSULTANTS are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

16.3 Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A.  If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy

shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY'S Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
C/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex,

telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:        Robert Hernandez  
                  Battalion Chief/Fire Marshal  
                  Fire Department  
                  City of National City  
                  1243 National City Boulevard  
                  National City, CA 91950-4397

To CONSULTANT:  
                  Kenny Osborn, President  
                  Fire Prevention Services, Inc.  
                  PO Box 1720  
                  El Cajon, CA 92022

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

**22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City

Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *SubCONSULTANTS or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

**[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

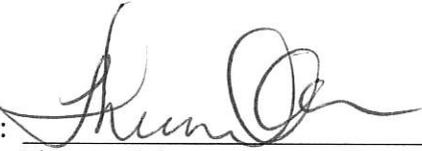
**FIRE PREVENTION SERVICES, INC.**

By: \_\_\_\_\_  
Alejandra Sotelo Solis, Mayor

By:   
Kenny Osborn, President

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

By:   
Theresa Osborn, Secretary

By: \_\_\_\_\_  
Nicole Pedone  
Senior Assistant City Attorney

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall, as directed by the City, abate, or cause to be abated, nuisances created by weeds, as defined in National City Municipal Code (“NCMC”) section 9.12.020, rubbish as defined in NCMC section 9.16.010, litter as defined in NCMC section 7.14.010, junk as defined in NCMC section 7.12.010, combustible materials, or any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on a premises as to endanger life or property. Specifically, CONSULTANT shall perform the following tasks:

1. CONSULTANT shall comply with all provisions of this Agreement, the NCMC, and the Reduction and Clearance Standards.
2. CONSULTANT shall perform surveys of the City to document potential public nuisances at the direction of the Fire Marshal, or designee.
3. Once CONSULTANT receives a complaint from the CITY, the CONSULTANT shall perform the following tasks for each complaint:
  - a. Perform a search in the County's records to determine the property owner;
  - b. Inspect the premises;
  - c. Contact the Fire Marshal, or designee. The Fire Marshal, or designee, shall inspect the premises;
  - d. The Fire Marshal, or designee, shall determine whether there is a public nuisance on the premises;
  - e. If the Fire Marshal, or designee, determines that a public nuisance exists, CONSULTANT shall draft a Notice to Abate (“Notice”) in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall determine the time frame by which the abatement must occur;
  - f. Serve the Notice. CONSULTANT shall serve the Notice pursuant to Title 1 of the NCMC;
  - g. Monitor property owner's compliance with Notice;
  - h. If property owner fails to abate the nuisance within the time frame in the Notice, CONSULTANT shall photograph the alleged nuisance on the premises and prepare a Final Notice to Abate (“Final Notice”) in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall again determine the time frame by which the abatement must occur;

- i. CONSULTANT shall serve the Final Notice pursuant to Title 1 of the NCMC;
- j. CONSULTANT shall return telephone calls received from property owners or any resident of the City of National City within forty-eight hours of receipt of the message;
- k. If the property owner still fails to abate the nuisance within the time frame in the Final Notice, CONSULTANT shall notify the Fire Marshal, or designee, of the failure to abate.

4. Upon the Fire Marshal's, or designee's, written authorization, abate nuisance at the CONSULTANT'S sole expense. CONSULTANT shall furnish personnel and all machinery, equipment, and materials needed to perform the abatement. CONSULTANT shall remove from the premises, and properly dispose of, all debris and material resulting from the abatement. CONSULTANT shall leave the abated premises clean, free of all debris, tools, and equipment. CONSULTANT shall leave all streets, sidewalks, curb, and gutter areas clean. CONSULTANT shall not scavenge the rubbish, litter, combustible materials, or junk removed from the premises. CONSULTANT shall complete the abatement to the Fire Marshal's, or designee's, satisfaction within 15 business days of CONTRATOR'S receipt of written authorization, unless otherwise mutually agreed upon by the Fire Marshal, or designee, and CONSULTANT. CONSULTANT shall take all reasonable measures to minimize inconvenience to City personnel and the public. CONSULTANT shall comply with all applicable State and local safety regulations;

- a. Prepare a binder for the Fire Marshal, or designee, on the abatement. The binder shall include, but not be limited to, hard copies of the following documents: a copy of the complaint; the results of the search of County records for ownership; a copy of the Notice; copies of documents evidencing service of the Notice by certified mail; photographs of the premises taken after the time frame in the Notice has expired; a copy of the Final Notice; photograph evidencing the posting of the Final Notice; photographs of the premises taken after the time frame in the Final Notice has expired; copy of the authorization to abate signed by the Fire Marshal, or designee; copies of any communications between CONSULTANT and the property owner; copy of the narrative describing specifically how the abatement was accomplished; photographs of the premises after the abatement; and copy of the invoice sent to the property owner;
- b. Appear and testify at the appeal hearing, if any;
- c. CONSULTANT shall attend a meeting with City staff in the month of May to prepare for the Public Confirmation of Costs hearing. CONSULTANT shall meet with the Fire Marshal, or designee, and other City staff when requested to do so by the Fire Marshal, or designee.
- d. By June 1 of each year, CONSULTANT shall prepare, and deliver to the Fire Marshal, or designee, a binder for the Confirmation of Costs hearing for the Fire Marshal, or designee. The binder shall include, but not be limited to, hard copies of the contents of each of the binders prepared pursuant to Section 4.a., above. In addition, this binder

shall include 1) a list of all properties inspected; and 2) a list of properties that received a Notice, but that CONSULTANT did not abate.

- e. CONSULTANT shall attend the City Council meeting at which the Public Confirmation of Costs hearing is held and shall be prepared to answer questions from the City Council.
  - f. CONSULTANT shall inform the Fire Marshal, or designee, if the proposed abatement will take place on sensitive habitat. The Fire Marshal, or designee, shall determine how the abatement will be accomplished in order to prevent, eliminate or minimize the negative impact to sensitive habitat.
5. If CONSULTANT fails to perform any task required by this Agreement, the NCMC, or fails to comply with the Reduction and Clearance Standards, to the satisfaction of the Fire Marshal, or designee, CONSULTANT shall perform that task again, at the written direction of the City, at no additional cost to the property owner. In the event that the City determines that re performance of the task will not cure the defect in performance, the City shall have the option to contract with a separate entity to complete the work, or the City shall complete the task itself, and the CONSULTANT shall be liable to the City for the costs of that work.
6. CONSULTANT shall provide the City a monthly report containing the following information:
- a. Number of citizen reported violations ;
  - b. Number of Notices sent;
  - c. Number of Final Notices posted;
  - d. Number of abatements performed by CONSULTANT;
  - e. Number of abatements performed by the property owner; and
  - f. Total number of premises in compliance.
7. The CITY shall be responsible for the following tasks:
- a. Receive all complaints and make CONSULTANT aware of the complaints;
  - b. Establish time frames for compliance;
  - c. Communicate to CONSULTANT when an appeal to a Notice or a Final Notice is filed with the City Clerk;
  - d. Determine whether a public nuisance exists on a premises;

- e. Determine whether CONSULTANT will abate the nuisance;
- f. Determine whether a property subject to a complaint is on sensitive habitat and determine the abatement methods, if any, that will be used on that property;
- g. Schedule public hearings to confirm costs.
- h. Record a nuisance abatement lien or special assessment against a property pursuant to Title 1 of the NCMC.
- i. Deliver to CONSULTANT funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONSULTANT upon written authorization of the Fire Marshal, or designee.

**EXHIBIT B**  
**COMPENSATION**

CONSULTANT shall receive compensation for services pursuant to this Agreement from property owners, and not the City. Specifically, CONSULTANT shall receive compensation in the following situations:

1. If the property owner complies with the Notice and abates the public nuisance, CONSULTANT shall not receive any compensation from the property owner.
2. If the property owner fails to comply with the Notice, but complies with the Final Notice and abates the public nuisance, CONSULTANT may send an invoice to the property owner for the Administrative Fee pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.
3. If CONSULTANT abates the public nuisance upon written authorization of the Fire Marshal, or designee, CONSULTANT may send an invoice to the property owner for actual costs of the abatement and the Administrative Fee, pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.
4. If the property owner does not pay the costs of the abatement within 30 days of service to the property owner of the resolution of the City Council approving, modifying, or correcting the amount of the costs, the City may record a nuisance abatement lien or special assessment against the property pursuant to Title 1 of the NCMC.
5. Funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONSULTANT upon written authorization of the Fire Marshal, or designee, shall be delivered to CONSULTANT annually.

**EXHIBIT C**

**FIRE PREVENTION SERVICES SCHEDULE OF FEES  
FOR THE CITY OF NATIONAL CITY**

Tractor Mowing

A.	per parcel, sized 1 to 7,500 square feet	\$250.00
B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
D.	per parcel, sized 30,001 square feet to one acre	\$450.00
E.	per square foot over one acre	\$00.02

Hand Labor

A.	per square foot of area abated	\$0.10
----	--------------------------------	--------

Dozer Operation

A.	hourly rate	\$150.00
B.	move-on fee	\$150.00

Debris Remediation (includes chipping, grinding, and/or shredding)

A.	per cubic yard of material prior to chipping, and or compacting	\$38.00
B.	dump fees	(reimbursement of cost)

Administrative Fee (failure to comply by deadline of notice)

A.	per parcel	\$350.00
----	------------	----------

Attorney Services

A.	per parcel, per hour	\$200.00
----	----------------------	----------

Assessment Fees (includes preparing reports, attending hearings, etc.)

A.	cost confirmation fee, per parcel	\$275.00
----	-----------------------------------	----------

Miscellaneous Fees per Parcel

A.	special inspection fee	\$50.00
B.	abatement lien	\$50.00
C.	Interest on lien (apr)	10%
D.	release of abatement lien	\$50.00
E.	public notary	\$20.00
F.	file duplication fee	\$50.00
G.	unscheduled Labor per man hour	\$50.00
H.	unscheduled fees	(reimbursement of cost)



FIREPRE-01

VSZAFRANSKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

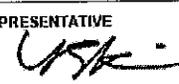
PRODUCER License # 0625512 Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	CONTACT NAME: PHONE (A/C, No, EXT): (619) 464-6851	FAX (A/C, No): (619) 668-4715	
	E-MAIL ADDRESS: info@teagueins.com		
INSURED  Fire Prevention Services, Inc. P.O. Box 1720 El Cajon, CA 92022	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security		24082
	INSURER B: State Compensation Insurance Fund		35076
	INSURER C: Nationwide Mutual Insurance Company		23787
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BLS56121556	5/23/2019	5/23/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X		BAS56121556	5/24/2019	5/24/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	9100040-20	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater			ACP7800609986	4/29/2019	4/29/2020	Limit	250,000
C	Equipment Floater			ACP7800609986	4/29/2019	4/29/2020	Deductible	500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of National City, its elected officials, officers, agents and employees are included as additional insured for ongoing operations, when required by written contract or agreement, with respects to General Liability and Auto Liability, and with waiver of subrogation with respects to the workers compensation, per attached forms.

<b>CERTIFICATE HOLDER</b>  City of National City c/o Risk Manager 140 East 12th Street, Suite A National City, CA 91950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

9100040-20  
RENEWAL  
SP  
8-57-69-6  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE APRIL 1, 2020 AT 12.01 A.M.  
AND EXPIRING APRIL 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

FIRE PREVENTION SERVICES, INC  
PO BOX 1720  
EL CAJON, CA 92022

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MARCH 23, 2020

*Kent R. Va...*  
AUTHORIZED REPRESENTATIVE

*Vernor Steiner*  
PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any Insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**  
**WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

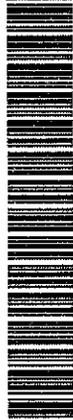
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



56121586

004283

280

of 92

75

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

**SECTION II - LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos";

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



280

of 72

61

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

#### C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV-BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



280

of 72

83

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V - DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR AGREEMENT BY AND  
BETWEEN THE CITY OF NATIONAL CITY AND FIRE PREVENTION SERVICES,  
INC. FOR WEED AND LITTER ABATEMENT SERVICES**

**WHEREAS**, National City Municipal Code Section 9.12.020 declares weeds growing or located upon streets, sidewalks, or private property to be a public nuisance; and

**WHEREAS**, the City’s Buyer conducted extensive research seeking to discover companies that provide weed and litter abatement services; and

**WHEREAS**, most cities in San Diego County were unsuccessful in finding an adequately qualified company other than Fire Prevention Services, Inc.; and

**WHEREAS**, in lieu of publishing a Request for Proposals, the City’s Buyer determined that the chances of finding a qualified and responsive bidder would be unlikely; and

**WHEREAS**, Fire Prevention Services, Inc., was determined to be the sole responsive, responsible, and qualified company by experience and ability to perform the services desired by the City; and

**WHEREAS**, staff recommends Fire Prevention Services, Inc., to provide the weed and litter abatement services to the City for the next three (3) years, from May 19, 2020 through May 18, 2023 with two one-year extensions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the selection of Fire Prevention Services, Inc., and authorizes the Mayor to execute a three (3) year Agreement with Fire Prevention Services, Inc., to provide weed and litter abatement services from May 19, 2020 through May 18, 2023 with two one-year extensions. Said Agreement is on file in the office of the City Clerk.

**PASSED and ADOPTED this 7<sup>st</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. F024 with the State of California Department of Transportation \(Caltrans\) for the Citywide Pedestrian Safety Improvements Project to allow for reimbursement of up to \\$512,900 in eligible project expenditures through the Highway Safety Improvements Program \(HSIP\); and 2\) authorizing the establishment of an Engineering Grants Fund appropriation of \\$512,900 and corresponding revenue budget. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. F024 with the State of California Department of Transportation (Caltrans) for the Citywide Pedestrian Safety Improvements Project to allow for reimbursement of up to \$512,900 in eligible project expenditures through the Highway Safety Improvements Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$512,900 and corresponding revenue budget.

**PREPARED BY:** Jose Lopez, P.E., Associate Civil Engineer

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4312

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

HSIP Grant - \$512,900

Revenue Account No. 296-06049-3498

Expenditure Account No. 296-409-500-598-6049 (Citywide Pedestrian Safety Improvements Project)

Required Local Match - \$154,780 (Appropriated through FY 2020 CIP Budget)

Expenditure Account No. 307-409-500-598-6558 (Traffic Signal Upgrades)

**ENVIRONMENTAL REVIEW:**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(27), approved October 30, 2019.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute PSA No. F024 with Caltrans for the Citywide Pedestrian Safety Improvements Project to allow for reimbursement of up to \$512,900 in HSIP grant funds.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ Exhibits
2. Program Supplement Agreement
3. Resolution

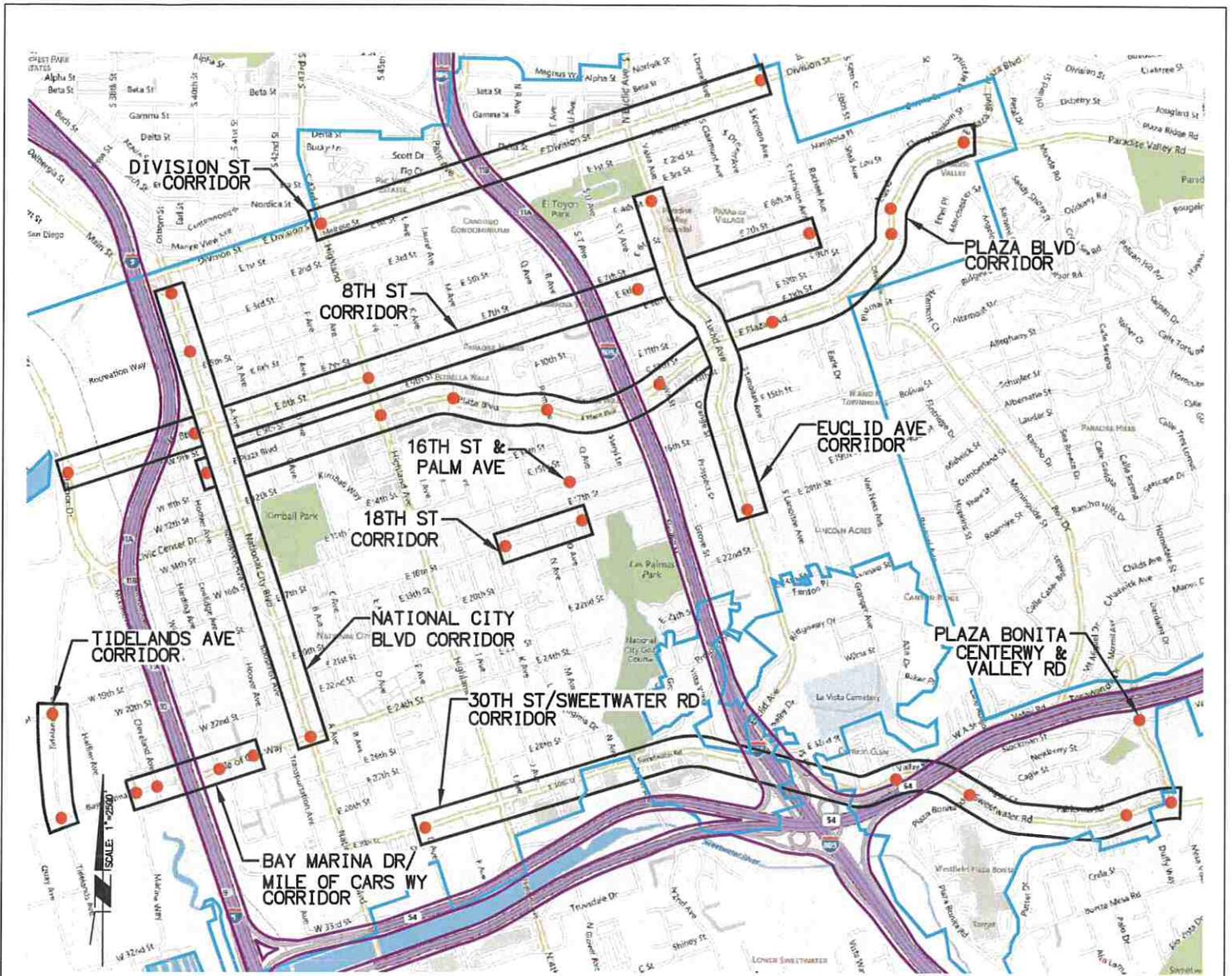
## Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$512,900 Highway Safety Improvement Program (HSIP) grant for the Citywide Pedestrian Safety Improvements Project.

On January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$512,900. There is a \$154,780 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP.

The project proposes to install pedestrian countdown signal heads and ADA-compliant APS (Accessible Pedestrian Signals) push buttons at 36 of the City's signalized intersections. In order to select specific intersections, staff inventoried and analyzed crash data throughout the City's roadway network and compiled a list of priority signalized intersections with an elevated number of pedestrian and bicycle related collisions. A safety evaluation was performed for the intersections including field observations, identification of potentially hazardous characteristics, and potential improvements that would result in safer operations. Using this systemic approach, citywide pedestrian countdown head upgrades were identified as a priority improvement project at the prioritized intersections.

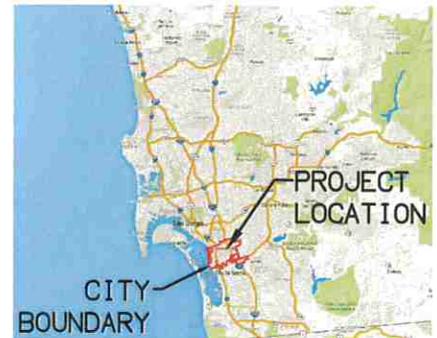
City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F024 to Administering Agency-State Master Agreement No. 5066F15 is required to allow for reimbursement of eligible project expenditures through the HSIP grant.



**LEGEND**

- SIGNALIZED PROJECT LOCATION
- CORRIDOR LIMITS
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

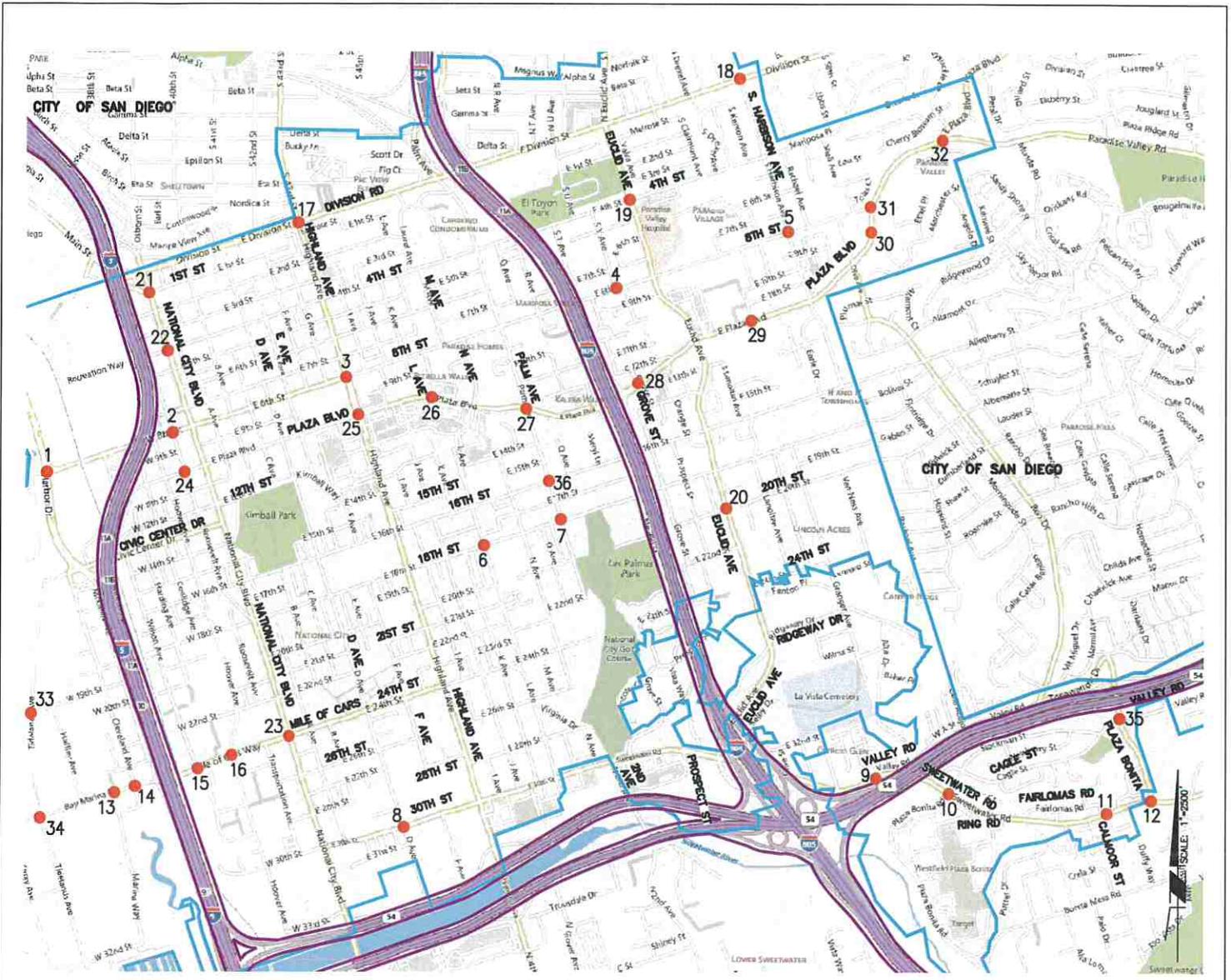
**VICINITY MAP**



**VICINITY/LOCATION MAP**

CITY OF NATIONAL CITY  
 S19: INSTALL PEDESTRIAN COUNTDOWN SIGNAL HEADS  
 2016 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**



**LEGEND**

- SIGNALIZED PROJECT LOCATION
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

Int. #	Signalized Intersection
1	8th St & Harbor Dr
2	8th St & Roosevelt Ave
3	8th St & Highland Ave
4	8th St & V Ave
5	8th St & Harbison Ave
6	18th St & L Ave
7	18th St & Palm Ave
8	30th St & D Ave
9	Sweetwater Rd & Valley Rd
10	Sweetwater Rd & Plaza Bonita Rd/Stockman St
11	Sweetwater Rd & Calmoor St
12	Sweetwater Rd & Plaza Bonita Centerway
13	Bay Marina Dr & Marina Wy
14	Bay Marina Dr & Cleveland Ave
15	Mile of Cars Wy & Wilson Ave
16	Mile of Cars Wy & Hoover Ave
17	Division Rd & Highland Ave
18	Division Rd & Harbison Ave

Int. #	Signalized Intersection
19	Euclid Ave & 4th St
20	Euclid Ave & 20th St
21	National City Blvd & 1st St
22	National City Blvd & 4th St
23	National City Blvd & Mile of Cars Wy/24th St
24	Plaza Blvd & Roosevelt Ave
25	Plaza Blvd & Highland Ave
26	Plaza Blvd & L Ave
27	Plaza Blvd & Palm Ave
28	Plaza Blvd & Grove St
29	Plaza Blvd & Pedestrian Xing
30	Plaza Blvd & Manchester St
31	Plaza Blvd/Paradise Valley Rd & 8th St
32	Paradise Valley Rd & Plaza Entrada/Plaza Blvd
33	Tidelands Ave & 19th St
34	Tidelands Ave & Bay Marina Dr
35	Plaza Bonita Centerway & Valley Rd
36	16th St & Palm Ave

**PROPOSED PEDESTRIAN SIGNAL HEADS:**



COUNTDOWN TYPE

**PROPOSED PEDESTRIAN PUSH BUTTONS:**



ADA-COMPLIANT APS PUSH BUTTON

**PROPOSED CONDITIONS**

CITY OF NATIONAL CITY  
 S19: INSTALL PEDESTRIAN COUNTDOWN SIGNAL HEADS  
 2016 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**

3-2



PROGRAM SUPPLEMENT NO. F024  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv Project ID            Date: February 5, 2020  
 1120000053            Location: 11-SD-0-NATC  
                                  Project Number: HSIPL-5066(044)  
                                  E.A. Number:  
                                  Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** Signalized intersection on corridors; 8th St, 18th St, 30th St/ Sweetwater Rd, Bay Marina Dr/ Mile of Cars Wy, Division St, Euclid Av, National City Bl, Plaza Blvd/ Paradise Vly Rd

**TYPE OF WORK:** Install pedestrian countdown signal heads and ADA-compliant pedestrian push buttons.            **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$667,680.00	\$512,900.00		\$65,000.00	\$89,780.00

CITY OF NATIONAL CITY

By ALEJANDRA SOTELO-SOLIS  
 Title MAYOR  
 Date APRIL 7, 2020  
 Attest MICHAEL DALLA, CITY CLERK

STATE OF CALIFORNIA  
 Department of Transportation

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jenise Yee

Date 2/5/2020 \$512,900.00

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

**SPECIAL COVENANTS OR REMARKS**

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be

**SPECIAL COVENANTS OR REMARKS**

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,  
1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT  
AGREEMENT (PSA) NO. F024 WITH THE STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE PEDESTRIAN SAFETY  
IMPROVEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO  
\$512,900 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY  
SAFETY IMPROVEMENTS PROGRAM (HSIP); AND 2) AUTHORIZING THE  
ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF  
\$512,900 AND CORRESPONDING REVENUE BUDGET**

**WHEREAS**, on November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$512,900 Highway Safety Improvement Program (HSIP) grant for the citywide pedestrian safety improvements project; and

**WHEREAS**, on January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$512,900; and

**WHEREAS**, there is a \$154,780 local match requirement, which is available through prior City Council local *TransNet* appropriations for Fiscal Year 2020 Traffic Signal Upgrades CIP; and

**WHEREAS**, the project generally consists of installing pedestrian countdown signal heads and ADA-compliant APS (Accessible Pedestrian Signals) push buttons at 36 of the City's signalized intersections; and

**WHEREAS**, in order to select specific intersections, staff inventoried and analyzed crash data throughout the City's roadway network and compiled a list of priority signalized intersections with an elevated number of pedestrian and bicycle related collisions; and

**WHEREAS**, a safety evaluation was performed for the intersections including field observations, identification of potentially hazardous characteristics, and potential improvements that would result in safer operations; and

**WHEREAS**, citywide pedestrian countdown head upgrades were identified as a priority improvement project at the prioritized intersections; and

**WHEREAS**, a City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F024 to Administering Agency-State Master Agreement No. 5066F15 is required to allow for reimbursement of eligible project expenditures through the HSIP grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement (PSA) No. F024 with the State of California Department of Transportation (Caltrans) for the Citywide Pedestrian Safety Improvements Project to allow for reimbursement of up to \$512,900 in eligible project expenditures through the Highway Safety Improvements Program (HSIP).

///

///

///

**Resolution No. 2020 -  
Page Two**

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$512,900 and corresponding revenue budget.

**PASSED and ADOPTED this 7th day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. F025 with the State of California Department of Transportation \(Caltrans\) for the Citywide Safety Lighting Enhancements Project to allow for reimbursement of up to \\$175,200 in eligible project expenditures through the Highway Safety Improvements Program \(HSIP\); and 2\) authorizing the establishment of an Engineering Grants Fund appropriation of \\$175,200 and corresponding revenue budget. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. F025 with the State of California Department of Transportation (Caltrans) for the Citywide Safety Lighting Enhancements Project to allow for reimbursement of up to \$175,200 in eligible project expenditures through the Highway Safety Improvements Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$175,200 and corresponding revenue budget.

**PREPARED BY:** Jose Lopez, P.E., Associate Civil Engineer

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4312

**APPROVED BY:**

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:**



**Finance**

**ACCOUNT NO.**

**APPROVED:**

**MIS**

HSIP Grant - \$175,200

Revenue Account No. 296-06050-3498

Expenditure Account No. 296-409-500-598-6050 (Citywide Safety Lighting Enhancements)

Required Local Match - \$1,850 (Appropriated through FY 2020 CIP Budget)

Expenditure Account No. 307-409-500-598-6558 (Traffic Signal Upgrades)

**ENVIRONMENTAL REVIEW:**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(27), approved October 30, 2019.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute PSA No. F025 with Caltrans for the Citywide Safety Lighting Enhancements Project to allow for reimbursement of up to \$175,200 in HSIP grant funds.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ Exhibits
2. Program Supplement Agreement
3. Resolution

## Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$175,200 Highway Safety Improvement Program (HSIP) grant for the Citywide Safety Lighting Enhancements Project.

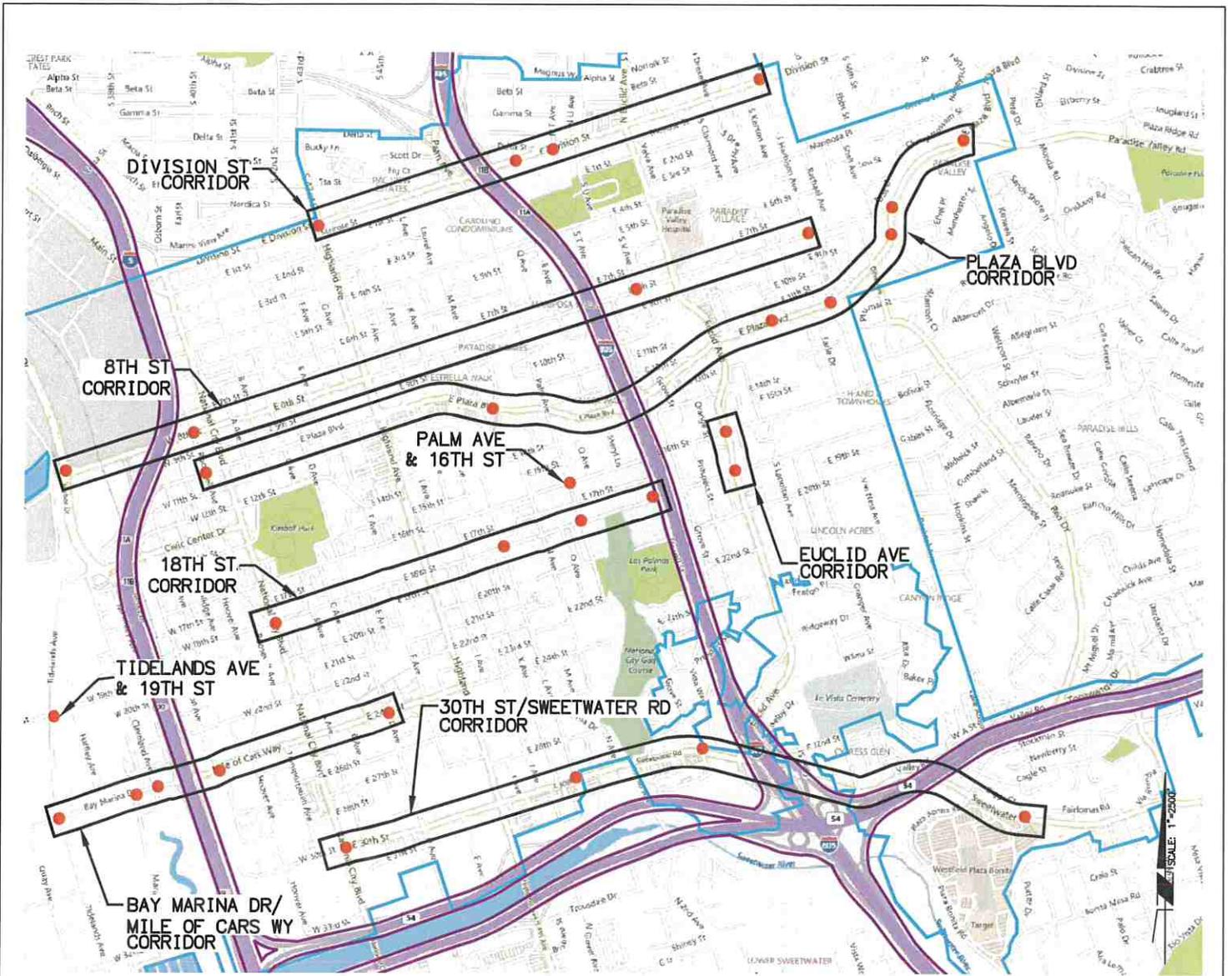
On January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$175,200. There is a \$1,850 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP.

The project proposes to install new LED safety light fixtures at 32 signalized intersections along the following corridors, and as shown in the attached exhibits:

- 8<sup>th</sup> St
- 18<sup>th</sup> St
- 30<sup>th</sup> St/Sweetwater Rd
- Bay Marina Dr/Mile of Cars Wy/24<sup>th</sup> St
- Division St
- Euclid Ave
- Plaza Blvd/Paradise Valley Rd
- Tidelands Ave & 19<sup>th</sup> St
- Palm Ave & 16<sup>th</sup> St

These 32 signalized intersections represent the remaining locations Citywide that have yet to be upgraded to LED safety light fixtures. Funding from previous HSIP grants and traffic signal upgrade projects allowed the City to install LED safety light fixtures at 45 of the City's 77 signalized intersections.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F025 to Administering Agency-State Master Agreement No. 5066F15 is required to allow for reimbursement of eligible project expenditures through the HSIP grant.



**LEGEND**

- SIGNALIZED PROJECT LOCATION
- CORRIDOR LIMITS
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

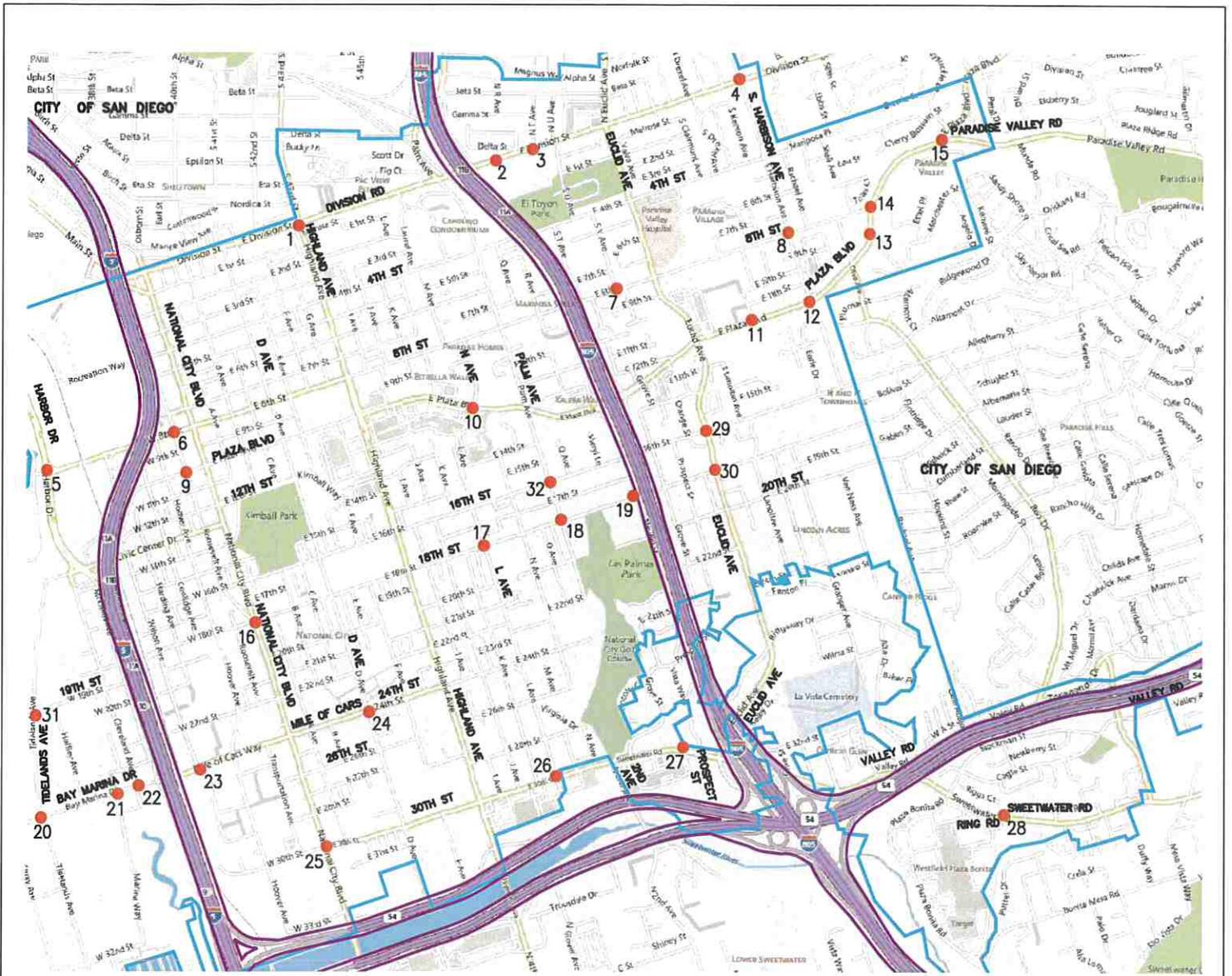
**VICINITY MAP**



**VICINITY/LOCATION MAP**

CITY OF NATIONAL CITY  
 S2: IMPROVE SIGNAL HARDWARE:LENSES, BACK-PLATES, MOUNTING, SIZE, AND NUMBER  
 2016 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**



**LEGEND**

- PROPOSED LED SAFETY LIGHTING LOCATION
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

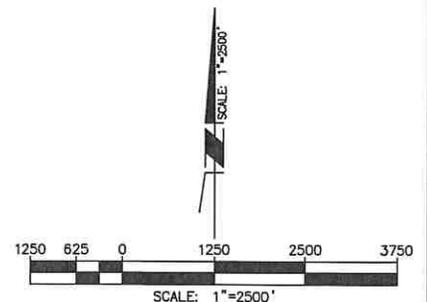
**PROPOSED LED SAFETY LIGHTING:**



TYPICAL AT SIGNALIZED LOCATIONS

Int. #	Signalized Intersection
1	Division St & Highland Ave
2	Division St & R Ave
3	Division St & T Ave
4	Division St & Harbison Ave
5	8th St & Harbor Dr
6	8th St & Roosevelt Ave
7	8th St & V Ave
8	8th St & Harbison Ave
9	Plaza Blvd & Roosevelt Ave
10	Plaza Blvd & N Ave
11	Plaza Blvd & Pedestrian Xing
12	Plaza Blvd & Harbison Ave
13	Plaza Blvd & Manchester St
14	Plaza Blvd/Paradise Valley Rd & 8th St
15	Paradise Valley Rd & Plaza Blvd/Plaza Entrada
16	18th St & National City Blvd

Int. #	Signalized Intersection
17	18th St & L Ave
18	18th St & Palm Ave
19	18th St & Newell St
20	Bay Marina Dr & Tidelands Ave
21	Bay Marina Dr & Marina Wy
22	Bay Marina Dr & Cleveland Ave
23	Mile of Cars Wy & Wilson Ave
24	24th St & D Ave
25	30th St & National City Blvd
26	30th St & L Ave
27	Sweetwater Rd & Prospect St
28	Sweetwater Rd & Ring Rd
29	Euclid Ave & 16th St
30	Euclid Ave & 18th St
31	Tidelands Ave & 19th St
32	Palm Ave & 16th St



**PROPOSED CONDITIONS**

CITY OF NATIONAL CITY  
 S2: IMPROVE SIGNAL HARDWARE:LENSES, BACK-PLATES, MOUNTING, SIZE, AND NUMBER  
 2016 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**

3-2



**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

**SPECIAL COVENANTS OR REMARKS**

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be

**SPECIAL COVENANTS OR REMARKS**

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,  
1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT  
AGREEMENT (PSA) NO. F025 WITH THE STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE SAFETY LIGHTING  
ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO  
\$175,200 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY  
SAFETY IMPROVEMENTS PROGRAM (HSIP); AND 2) AUTHORIZING THE  
ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF  
\$175,200 AND CORRESPONDING REVENUE BUDGET**

**WHEREAS**, on November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$175,200 Highway Safety Improvement Program (HSIP) grant for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project; and

**WHEREAS**, on January 27, 2020, Caltrans authorized the City to proceed with the construction phase in the amount of \$175,200; and

**WHEREAS**, there is a \$1,850 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP; and

**WHEREAS**, the project generally consists of installing new LED safety light fixtures at 32 signalized intersections along the following corridors:

- 8<sup>th</sup> Street
- 18<sup>th</sup> Street
- 30<sup>th</sup> Street / Sweetwater Road
- Bay Marina Drive / Mile of Cars Way / 24<sup>th</sup> Street
- Division Street
- Euclid Avenue
- Plaza Boulevard / Paradise Valley Road
- Tidelands Avenue and 19<sup>th</sup> Street
- Palm Avenue and 16<sup>th</sup> Street

**WHEREAS**, the 32 signalized intersections represent the remaining locations Citywide that have yet to be upgraded to LED safety light fixtures; and

**WHEREAS**, a City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F025 to Administering Agency-State Master Agreement No. 5066F15 is required to allow for reimbursement of eligible project expenditures through the HSIP grant.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement (PSA) No. F025 with the State of California Department of Transportation (Caltrans) for the Citywide Safety Lighting Enhancements Project to allow for reimbursement of up to \$175,200 in eligible project expenditures through the Highway Safety Improvements Program (HSIP).

///

///

///

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$175,200 and corresponding revenue budget.

**PASSED and ADOPTED this 7th day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the installation of red curb “No Parking” and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections \(TSC No. 2020-03\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the installation of red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections (TSC No. 2020-03).

**PREPARED BY:** Stephen Manganiello, Director of Eng/PW

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4382

**APPROVED BY:** \_\_\_\_\_

*Stephen Z. Manganiello*

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution approving the installation of red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on February 12, 2020, the Traffic Safety Committee unanimously approved staff's recommendation to install red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road.

**ATTACHMENTS:**

1. Explanation with attachments
2. Staff Report to the Traffic Safety Committee on February 12, 2020 (TSC No. 2020-03)
3. Resolution

## Explanation

The Engineering & Public Works Department tasked Kimley-Horn & Associates (KHA), a licensed civil and traffic engineering consulting firm, to perform a traffic analysis of Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya. The purpose of the analysis was to evaluate the demand for on-street parking, intersection sight distance, and pedestrian and bicycle access and safety. The attached staff report to the Traffic Safety Committee and traffic study from KHA summarizes the traffic data collected, analysis methodologies based on traffic engineering guidelines, analysis results and recommendations.

Staff supports the findings of the traffic study and the recommendation to install red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections. While these safety enhancements will result in the loss of approximately 49 on-street parking spaces, the traffic study indicates that demand for on-street parking in this area is relatively low, as only approximately 16% of the available parking spaces were occupied during the survey periods. The recommendation to remove parking is further supported by the following findings:

- 1) Accident history
- 2) Sight distance evaluation
- 3) Sweetwater Road is a higher speed regional arterial, similar to Plaza Blvd, making it less suitable to accommodate on-street parking; furthermore, most segments of Sweetwater Road and Plaza Blvd are already signed and/or red curbed for "No Parking"
- 4) The private residential developments on both sides of Sweetwater Road provide required parking for residents and guests;
- 5) Removal of parking is required to accommodate bike lanes, consistent with National City's Bicycle Master Plan
- 6) The Engineering & Public Works Department will be going out to bid later this year for construction of a grant-funded safety enhancement project for this segment of Sweetwater Road, which includes traffic calming, new street lights, removal of parking and installation of bike lanes.

At their meeting on February 12, 2020, the Traffic Safety Committee unanimously approved staff's recommendation to install red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road.

If approved by City Council, all work will be performed by City Public Works.



March 19, 2020

Attn: Resident/Property Owner

**RE: CITY COUNCIL MEETING TO CONSIDER INSTALLATION OF RED CURB “NO PARKING” AND PEDESTRIAN BARRICADES WITH DIRECTIONAL SIGNAGE ON SWEETWATER ROAD BETWEEN THE WESTERN ENTRANCE OF FAIRLOMAS ROAD AND VIA ROMAYA TO ENHANCE SAFETY AND VISIBILITY AT INTERSECTIONS (TSC NO. 2020-03)**

Dear Sir/Madame:

The City of National City Engineering & Public Works Department would like to notify you that this item will be considered by the City Council at their next meeting scheduled for **Tuesday, April 7, 2020, at 6:00 p.m.** in the 2<sup>nd</sup> Floor Council Chambers of the Civic Center Building, located at 1243 National City Boulevard, National City, CA 91950. A live webcast of the meeting may be viewed on the City’s website at [www.nationalcityca.gov](http://www.nationalcityca.gov). If you are unable to attend, but would like to submit a formal public comment on this item, you may email your comment to the City Clerk’s Office at [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov). Emails that are received by 4:30 p.m. on April 7, 2020, will be distributed to the City Council prior to the meeting.

If you have questions or need clarification regarding this item, please contact the Engineering & Public Works Department at 619-336-4380 or via email at [engineering@nationalcityca.gov](mailto:engineering@nationalcityca.gov). A location map with recommendations has been attached for your reference.

If you decide to attend the meeting and need access to disabled persons parking, please note that there are two disabled persons parking spaces in front of the Civic Center Building on the east side of National City Boulevard that provide direct access to the 2<sup>nd</sup> Floor via a pedestrian bridge.

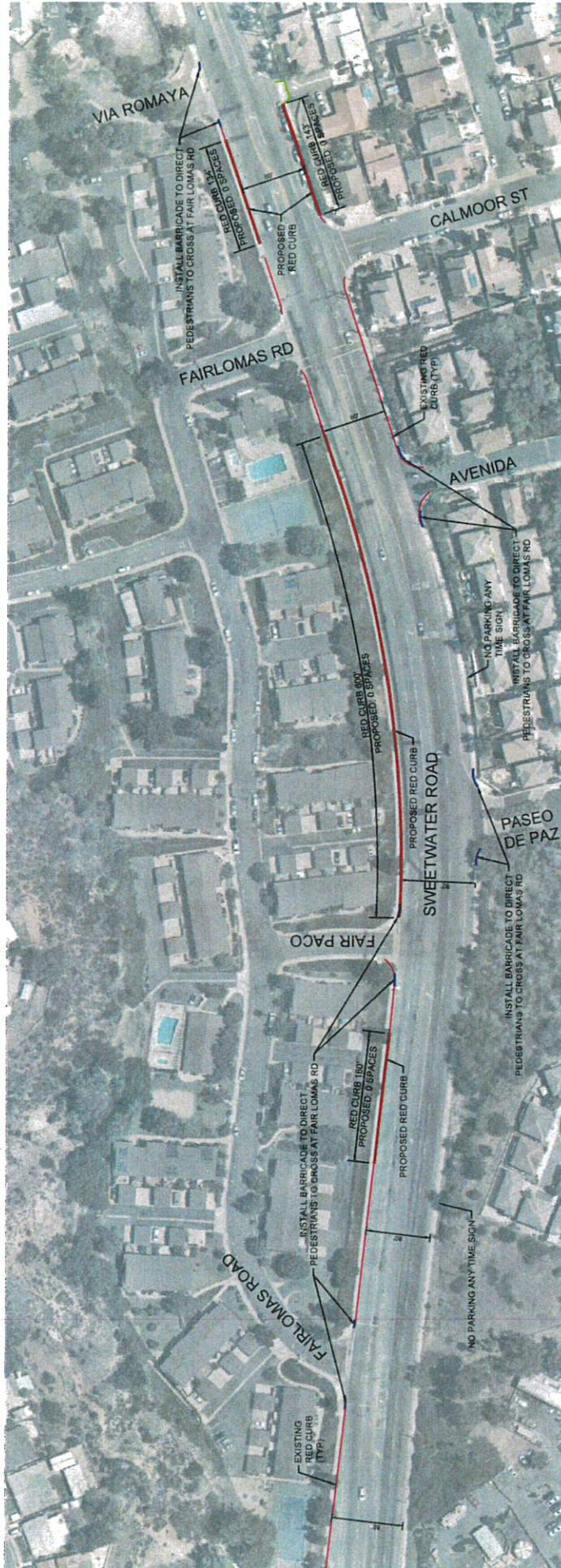
Sincerely,

Stephen Manganiello  
Director of Public Works / City Engineer

SM:ch

---

Engineering & Public Works, 1234 National City Boulevard, National City, CA 91950-4301  
(619) 336-4380 Fax (619) 336-4397 [engineering@nationalcityca.gov](mailto:engineering@nationalcityca.gov) [www.nationalcityca.gov](http://www.nationalcityca.gov)



Kimley»Horn

FIGURE 3: RECOMMENDATIONS PROPOSED RED CURB, BARRICADES



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR FEBRUARY 12, 2020**

**ITEM NO. 2020-03**

**ITEM TITLE:** REQUEST TO INSTALL RED CURB “NO PARKING” AND PEDESTRIAN BARRICADES WITH DIRECTIONAL SIGNAGE ON SWEETWATER ROAD BETWEEN THE WESTERN ENTRANCE OF FAIRLOMAS ROAD AND VIA ROMAYA TO ENHANCE SAFETY AND VISIBILITY AT INTERSECTIONS

**PREPARED BY:** Stephen Manganiello, Director of Engineering & Public Works  
Engineering & Public Works Department

**DISCUSSION:**

National City’s Engineering & Public Works Department tasked Kimley-Horn & Associates, a licensed civil and traffic engineering consulting firm, to perform a traffic analysis of Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya. The purpose of the analysis was to evaluate the demand for on-street parking, intersection sight distance, and pedestrian and bicycle access and safety. The attached technical memorandum summarizes the traffic data collected, analysis methodologies based on traffic engineering guidelines, analysis results and recommendations. Key findings from the traffic analysis are summarized as follows:

Traffic Collisions

- Traffic collision data from January 2014 to December 2018 (five year period) was obtained through the UC Berkeley Transportation Injury Mapping System (TIMS). The data shows 11 collisions over this time period, including one fatal due to unsafe speed, and one pedestrian injury.
- The City has received a Highway Safety Improvement Program grant to install safety measures along this segment of Sweetwater Road, including raised medians midblock and new street lighting.

Parking

- Most of this segment of Sweetwater Road has signs and/or red curb for “No Parking.”
- The results of the parking occupancy study for the remaining areas where parking is currently permitted indicate low demand for on-street parking.

Intersection Sight Distance

- A formal intersection sight distance evaluation using guidelines published by the American Association of State Highway and Transportation Officials (AASHTO) was performed at the intersections of Sweetwater Road & Paseo de Paz, and Sweetwater Road & Fair Paco.
- The results indicate that AASHTO intersection sight distance is met for both intersections, except for drivers on Fair Paco looking east due to geometric constraints (existing retaining wall, landscaped slope and horizontal roadway curve). Removal of these geometric constraints would be infeasible. Drivers attempting to

exit Fair Paco were observed to slowly move forward to have a clearer line of site for vehicles approaching from the east.

- Removal of remaining on-street parking along this segment of Sweetwater Road would enhance sight distance at all intersections and driveways.

#### Pedestrian Crossings & Safety Measures

- The intersection of Sweetwater Road & Fairlomas Road / Calmoor Street has a traffic signal with pedestrian crossing signal heads / phasing and marked crosswalks.
- A warrant analysis was conducted to consider a pedestrian hybrid flashing beacon crossing system known as a HAWK at the intersection of Sweetwater Road & Paseo de Paz. Based on the results of the data collection and analysis, which indicate a low volume of pedestrians crossing Sweetwater Road at this intersection, warrants are not met.
- Installation of pedestrian barricades with regulatory signage is recommended at all of the unsignalized intersections to direct pedestrians to cross Sweetwater Road at the signalized intersection of Fairlomas Road / Calmoor Street.

#### Bicycle Facilities

- National City's Bicycle Master Plan proposes Class II Bike Lanes for this segment of Sweetwater Road. Sufficient right of way is available to install Class II Bike Lanes, which would provide a designated area for bicyclists, while enhancing sight distance at intersections by pushing the edge of travel way closer to the center of the road.
- The City has received several grants to install bike lanes and other safety measures on Sweetwater Road.

#### **STAFF RECOMMENDATION:**

Based on the traffic analysis for Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya, staff recommends the following safety enhancements:

- 1) Install red curb "No Parking" with signs along all remaining unrestricted parking areas to enhance sight distance at intersections and driveways.
- 2) Install pedestrian barricades with regulatory signage at all of the unsignalized intersections to direct pedestrians to cross Sweetwater Road at the signalized intersection of Fairlomas Road / Calmoor Street.

#### **EXHIBITS:**

1. Location Map with Recommendations
2. Technical Memo

2020-03

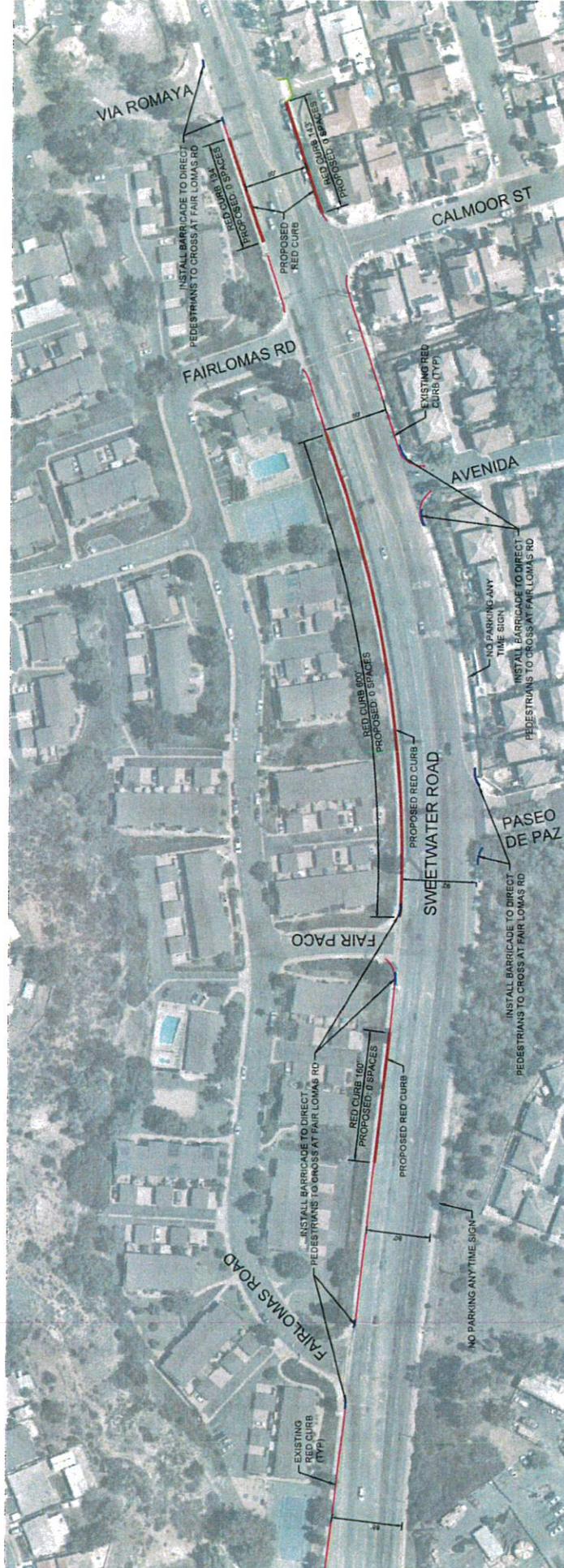


FIGURE 3: RECOMMENDATIONS PROPOSED RED CURB, BARRICADES



Kimley»Horn

## MEMORANDUM

To: Stephen Manganiello  
National City

From: Leo Espelet, P.E., T.E.  
Kimley-Horn and Associates, Inc.

Date: February 10, 2020

Subject: Evaluation of Sweetwater Road between Fairlomas Road and Via Romaya

---

This memorandum was prepared to analyze existing conditions, including sight distance, parking occupancy, and pedestrian activity, along Sweetwater Road between Fairlomas Road and Via Romaya and evaluate the need to implement potential improvements.

### *Existing Conditions*

Sweetwater Road is an east-west corridor with two travel lanes in each direction, a center left turn lane, and intermittent parallel parking on both sides of the street. Sweetwater Road provides access into residential neighborhoods that flank both sides of the roadway, as well as serves as a primary route for accessing the Westfield Plaza Bonita shopping mall from the I-805 freeway. The section of Sweetwater Road evaluated in this memo has average daily traffic (ADT) volumes of 16,004 vehicles/day (2017) and an 85<sup>th</sup> percentile speed of 48 mph, with a posted speed limit of 45 mph. ADT and speed data are included in **Appendix A**. MTS Bus Route 961 runs along Sweetwater Road, with stops at Fairlomas Road (east) and the Plaza Bonita Mall entrance.

The following streets intersect with this section of Sweetwater Road:

#### **North Side**

1. Fairlomas Road (west) – side street stop controlled
2. Fair Paco Road – side street stop controlled
3. Fairlomas Road (east) – signalized
4. Via Romaya – side street stop controlled

#### **South Side**

1. Paseo De Paz – side street stop controlled
2. Avenida – side street stop controlled
3. Calmoor Street – signalized

Peak hour turning movement counts for the intersections of Sweetwater Road with Fair Paco, Paseo De Paz, and Fairlomas Road/Calmoor Street are included in **Appendix B**. Traffic collision data from January 2014 to December 2018 was obtained through the UC Berkeley Transportation Injury Mapping System (TIMS) and is included in **Appendix C**. The crash history shows 11 collisions, including one fatal collision (unsafe speeds) and one collision involving a pedestrian crossing Sweetwater Road, in the last five years.

## Parking

There are an existing 49 parking spaces along this stretch of Sweetwater Road. Field observations on Tuesday and Wednesday, December 4-5, 2018, showed parking occupancies of 6-9 vehicles. Field observations were completed at morning, noon, and night and are shown in **Figure 1**. With the exception of immediately east of Calmoor Street, there is no direct access to residences from this section of Sweetwater Road – most residences have more direct access from the surrounding street network, explaining the low parking occupancy rates.

## Sight Distance

### Recommended Intersection Sight Distance

The American Association of State Highway and Transportation Officials (AASHTO) provides design guidelines for minimum sight distances at intersections.

Intersection sight distance was analyzed for left and right turns from Fair Paco and Paseo De Paz onto Sweetwater Road. The intersection sight distance is equal to the distance traveled at the design speed of the major road during a period of time equal to the time gap. Time gaps were determined based on AASHTO's Geometric Design of Highways and Streets 2018, tables 9-6 and 9-8 (6.5 seconds for right turns, 8.5 seconds for left turns). Equation 9-1 provides the Design Intersection Sight Distance. Per this equation, the minimum design intersection sight distance for a passenger car with a major street design speed of 50 mph is 480 feet for right turns and 625 feet for left turns.

### Available Sight Distance

Available sight distance was observed for left and right turns from Fair Paco and Paseo De Paz onto Sweetwater Road on December 5, 2018. The driver decision point was measured 15 feet from the edge of travel way and assumed a driver eye height of approximately 3.5 feet. Available sight distances are shown in **Figure 2** and described below.

Paseo De Paz has over 750 feet of available sight distance looking both east and west, exceeding the AASHTO guidelines.

Fair Paco has over 940 feet of available sight distance looking west, when no cars are parked west of the street. If a car is parked in the nearest allowable space to Fair Paco Road, the sight distance looking west is limited to 425 feet and would not meet AASHTO guidelines. Looking east, the available sight distance from Fair Paco is only 240 feet and does not meet AASHTO guidelines; the available sight distance is limited by the existing retaining wall and slope, making it infeasible to be corrected. However, the practical sight distance is greater than 240 feet as vehicles were observed to creep past the 15-foot setback from edge of travel way. If the curb side east of Fair Paco was filled with parked vehicles, the available sight distance would be reduced to 77 feet.

# Kimley»Horn

## Recommended Stopping Sight Distance

In addition to the sight distance at the intersection, the available sight distance on the major road must be long enough to allow a vehicle traveling on that major road to stop before reaching a vehicle turning out of the minor street. The stopping sight distance is a function of the break reaction time and the distance needed to stop the vehicle. Per Tables 9-7 and 9-9, the minimum stopping sight distance for passenger cars with an assumed speed of 50 mph is 425 feet. Recommended minimum stopping sight distances are met for both Fair Paco and Paseo De Paz.

## **Pedestrian Crossings**

There are existing marked crosswalks at the signalized intersections of Sweetwater Road with Fairlomas Road/Calmoor Street and the entrance to the Westfield Plaza Bonita mall. While 1,600 feet apart, there are minimal pedestrian attractors to generate pedestrian crossings of Sweetwater Road between the two signalized intersections. Pedestrian and bicycle crossings were observed at Fair Paco and Paseo De Paz between 7:00am – 9:00am and 2:00pm – 6:00pm on Thursday, November 15, 2018. During these six hours, a total of 30 pedestrians and bikes were observed crossing Sweetwater Road, with a peak hour observation of 10 crossings total. The pedestrian and bicycle counts are included in **Appendix B**.

## **Planned Projects**

The City recently obtained HSIP grant funding to install raised medians and new street lights along Sweetwater Road for safety. The medians would maintain the current allowable turning movements to and from the side streets.

## **Pedestrian Crossing Analysis**

Pedestrian access was evaluated along this section of Sweetwater Road. The U.S. Department of Transportation Federal Highway Administration (FHWA) provides guidance on what types of traffic control measures should be considered at a pedestrian crossing based on a roadway's ADT and number of traffic lanes. According to the FHWA's *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations* (2005) Table 11, providing a marked crosswalk without other improvements is not recommended along this road based on the existing ADT, number of travel lanes, and vehicle speeds. The FHWA *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations* (2017) Table 1 provides guidelines for the use of pedestrian hybrid beacons, along with other types of crossing enhancements, which could be considered for Sweetwater Road. These tables are included in **Appendix D**.

The California Manual of Uniform Traffic Control Devices (CA-MUTCD) provides guidance on when a pedestrian hybrid beacon should be considered based on major-street volumes, speeds, widths, and pedestrian volumes. Peak vehicle and pedestrian volumes were plotted against the minimum volume curve guidelines in Figure 4F-2 of the CA-MUTCD and shown to fall below the curve, included in **Appendix D**. A pedestrian hybrid beacon is not warranted at this location based on CA-MUTCD guidance.

## Recommendations

### Sight Distance

To improve sight distance for people turning out of streets intersecting with Sweetwater Road, it is recommended to increase red curb limits along the corridor. Proposed red curb additions are shown in **Figure 3**.

### Pedestrian Crossings

While a pedestrian hybrid beacon is not warranted along this stretch of Sweetwater Road, additional regulatory signage is recommended to direct people walking to the appropriate crossing locations. At Fairlomas Road (west), Fair Paco, Paseo De Paz, and Avenida it is recommended to install pedestrian barricades with directional signage pointing people walking to cross at Fairlomas Road (east), as shown in **Figure 3**.

### Bike Lanes

There is excess roadway width along this stretch of Sweetwater Road that may encourage speeding. Repurposing the excess roadway width into bike lanes may reduce high vehicle speeds, improve intersection sight distance by pushing the edge of travel way closer to the center of the road, and improve the local bike network. The improvements to sight distance are especially impactful at Fair Paco. A potential bike lane configuration is shown in **Figure 4**. Please note the center left turn lanes shown in the exhibit would be replaced with medians and left turn pockets in final design and construction.

### Attachments:

- Figure 1: Parking Occupancy
- Figure 2: Available Sight Distance
- Figure 3: Recommendations – Red Curb and Pedestrian Barricades
- Figure 4: Recommendations – Bike Lane Striping
- Appendix A: 48-Hour Bi-Directional Counts and Speed Survey
- Appendix B: Peak Hour Intersection Counts
- Appendix C: Accident History
- Appendix D: Pedestrian Crossing Analysis

\\sdfp01\ca\_snd1\snd\_tpto\095811144.3.100 traffic counts and analysis - fy 18\reports\2019.03.26 - sweetwater-fair paco recommendations\report\2020.02.06 - sweetwater evaluation.docx



FIGURE 1: PARKING OCCUPANCY OBSERVED DECEMBER 2018





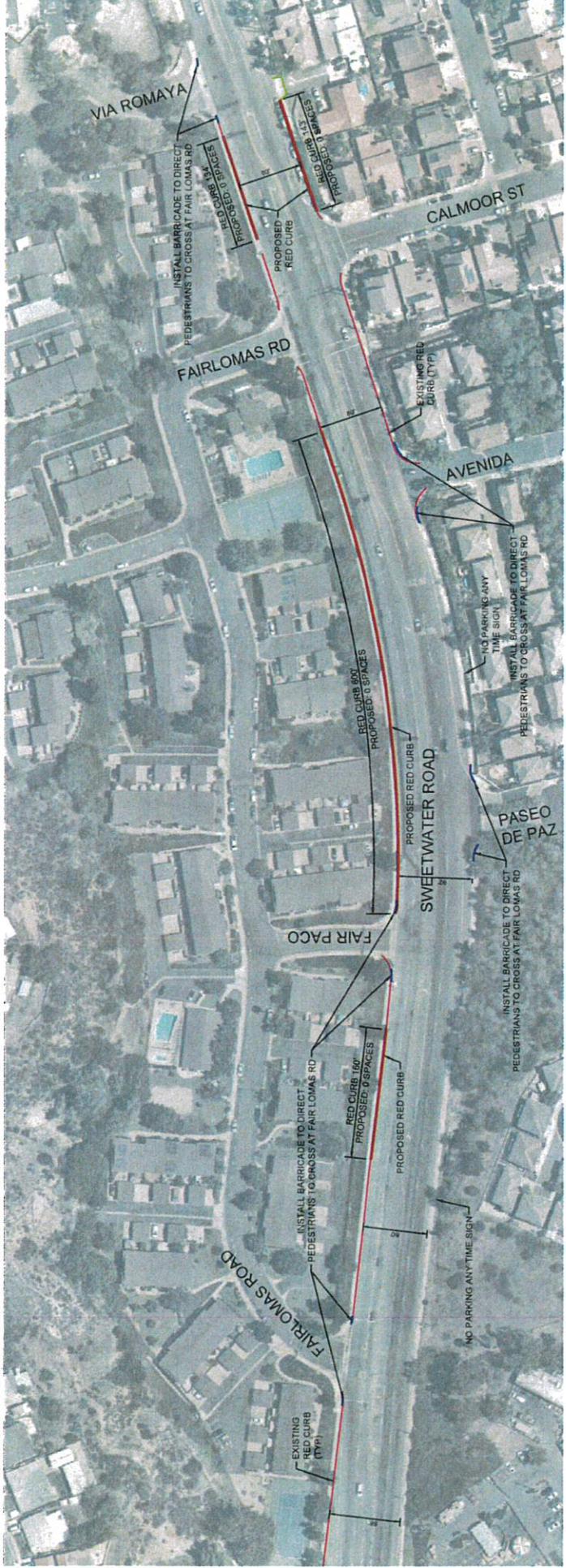


FIGURE 3: RECOMMENDATIONS PROPOSED RED CURB, BARRICADES



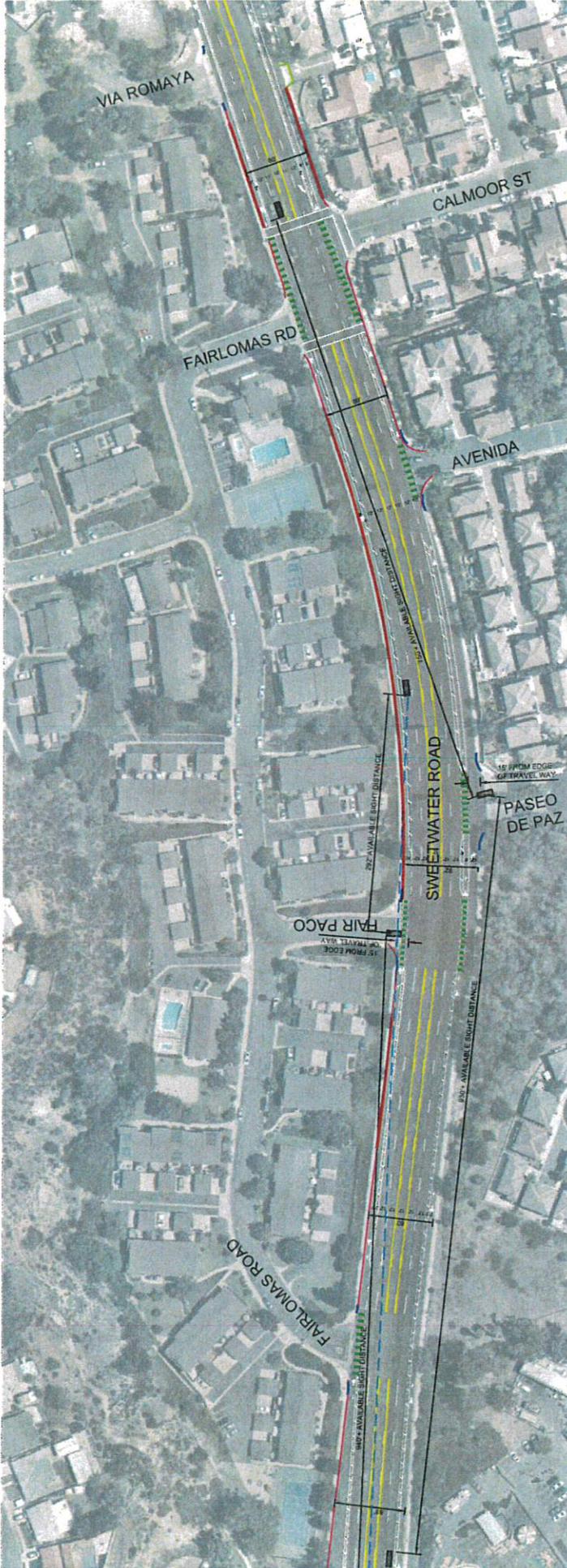


FIGURE 4: RECOMMENDATIONS  
PROPOSED BIKE LANE STRIPING AND SIGHT DISTANCE



**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE INSTALLATION OF RED CURB “NO PARKING” AND  
PEDESTRIAN BARRICADES WITH DIRECTIONAL SIGNAGE ON SWEETWATER  
ROAD BETWEEN THE WESTERN ENTRANCE OF FAIRLOMAS ROAD AND VIA  
ROMAYA TO ENHANCE SAFETY AND VISIBILITY AT INTERSECTIONS  
(TSC NO. 2020-03)**

**WHEREAS**, National City’s Engineering and Public Works Department tasked Kimley-Horn & Associates (KHA), a licensed civil and traffic engineering consulting firm, to perform a traffic analysis of Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya; and

**WHEREAS**, the purpose of the analysis was to evaluate the demand for on-street parking, intersection sight distance, and pedestrian and bicycle access and safety; and

**WHEREAS**, staff supports the findings of the traffic study and the recommendation to install red curb “No Parking” and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections; and

**WHEREAS**, these safety enhancements will result in the loss of approximately 49 on-street parking spaces, the traffic study indicates that demand for on-street parking in this area is relatively low, as only approximately 16% of the available parking spaces were occupied during the survey periods; and

**WHEREAS**, the recommendation to remove parking is further supported by the following findings of the Traffic Analysis:

- 1) Accident history
- 2) Sight distance evaluation
- 3) Sweetwater Road is a higher speed regional arterial, similar to Plaza Blvd, making it less suitable to accommodate on-street parking; furthermore, most segments of Sweetwater Road and Plaza Blvd are already signed and/or red curbed for “No Parking”
- 4) The private residential developments on both sides of Sweetwater Road provide required parking for residents and guests;
- 5) Removal of parking is required to accommodate bike lanes, consistent with National City’s Bicycle Master Plan
- 6) The Engineering & Public Works Department will be going out to bid later this year for construction of a grant-funded safety enhancement project for this segment of Sweetwater Road, which includes traffic calming, new street lights, removal of parking and installation of bike lanes; and

///  
///  
///

**Resolution No. 2020 –  
Page Two**

**WHEREAS**, on February 12, 2020, the Traffic Safety Committee voted unanimously to recommend approved staff's recommendation to install red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road which will result in the loss of 49 on-street parking space.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the installation of install red curb "No Parking" and pedestrian barricades with directional signage on Sweetwater Road between the western entrance of Fairlomas Road and Via Romaya to enhance safety and visibility at intersections, which will result in the loss of 49 on-street parking space.

**PASSED and ADOPTED this 7<sup>st</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #34 for the period of 2/12/20 through 2/18/20 in the amount of \\$796,808.33. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #34 for the period of 2/12/20 through 2/18/20 in the amount of \$796,808.33. (Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 2/12/20 - 2/18/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Whillock Contracting	346309	229,040.11	Paradise Creek Site Rem.
Kimley Horn	346322	167,972.60	On-Call Project Support Services
Project Professionals	346329	68,140.80	Paradise Creek Parks III

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$796,808.33.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$796,808.33

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 34



**WARRANT REGISTER # 34  
2/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DICK MILLER INC	PARADISE CREEK PARK EXPANSION	346301	2/18/20	25,294.70
FEDEX	FED EX CHARGES, FIRE	346302	2/18/20	30.79
LASER SAVER INC	MOP 45725 LASER SAVER - TONER CARTRIDGES	346303	2/18/20	190.20
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	346305	2/18/20	7,361.72
SANDERS, J	PARAMEDIC FEE REIMBURSEMENT	346306	2/18/20	200.00
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / PD	346307	2/18/20	147.05
U S BANK	TRAINING CREDIT CARD	346308	2/18/20	5,480.77
WHILLOCK CONTRACTING	PARADISE CREEK SITE REM.	346309	2/18/20	229,040.11
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	346310	2/18/20	16,558.00
CHILDREN'S HOSPITAL	SR2S	346311	2/18/20	22,432.06
CIRCULATE SAN DIEGO	HOMEFRONT TO WATERFRONT	346312	2/18/20	2,179.04
CONSOLIDATED CONCEPTS	PRINTING AND MAILING OF POSTCARDS	346313	2/18/20	5,722.54
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES / PW	346314	2/18/20	1,461.33
DFM ASSOCIATES	2020 CALIFORNIA ELECTIONS CODE BOOK	346315	2/18/20	56.84
D-MAX ENGINEERING INC	STORMWATER SERVICES FY19-20	346316	2/18/20	26,148.21
EL LATINO NEWSPAPER	NOTICE OF MARCH 3, 2020 ELECTION	346317	2/18/20	2,280.00
GRAINGER	PORTABLE GENERATOR / PW	346318	2/18/20	8,953.92
GTC CONSULTING	CONTRACT INSTRUCTOR QUARTERLY PAYMENT	346319	2/18/20	1,260.00
HEALTH NET INC	GRP# 57135M - JAN 2020	346320	2/18/20	1,252.16
JAMES DICKNO	CONTRACT INSTRUCTOR PAYMENT / CSD	346321	2/18/20	42.00
KIMLEY HORN	ON-CALL PROJECT SUPPORT SERVICES FOR CIP	346322	2/18/20	167,972.60
KTUA	INTRA-CONNECT	346323	2/18/20	39,952.50
LA JOLLA POOLS INC	REPAIR AND REPLACE AND INSTALL VARIOUS	346324	2/18/20	11,500.00
LANGUAGELINK	NOTICE OF MEASURES W SYNOPSIS H & J	346325	2/18/20	1,446.40
MEGLA MANUFACTURING INC	NATIONAL CITY SWAT VEHICLE BUMPER / PD	346326	2/18/20	1,888.88
NGUOI VIET TODAY NEWS	NOTICE OF MARCH 3, 2020 ELECTION	346327	2/18/20	180.00
NHEKILYN DE LARA	CONTRACT INSTRUCTOR PAYMENT	346328	2/18/20	128.00
PROJECT PROFESSIONALS CORP	PARADISE CREEK PARKS III	346329	2/18/20	68,140.80
RANDALL LAMB ASSOCIATES INC	LIBRARY HVAC	346330	2/18/20	350.00
REGISTRAR OF VOTERS	MARCH 3, 2020 ELECTION / MEASURES H & J	346331	2/18/20	47,000.00
RELIANCE STANDARD	GRP VA1826233 - FEB 2020	346332	2/18/20	9,601.87
SHEP-TY INC	CONTRIBUTION TO YOUTH DIVERSION PROGRAM	346333	2/18/20	5,000.00
THE EPOCH TIMES	NOTICE OF MARCH 3, 2020 ELECTION	346334	2/18/20	310.00
THE FILIPINO PRESS INC	NOTICE OF MARCH 3, 2020 ELECTION	346335	2/18/20	500.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346336	2/18/20	5,750.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346337	2/18/20	2,190.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346338	2/18/20	1,945.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346339	2/18/20	1,810.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346340	2/18/20	1,208.13
VIDEO TRACK LLC	LIABILITY CLAIM COST	346341	2/18/20	1,033.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	346342	2/18/20	980.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346343	2/18/20	700.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346344	2/18/20	573.75
VIDEO TRACK LLC	LIABILITY CLAIM COST	346345	2/18/20	517.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	346346	2/18/20	490.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346347	2/18/20	280.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	346348	2/18/20	191.25
VIDEO TRACK LLC	LIABILITY CLAIM COST	346349	2/18/20	142.50



**WARRANT REGISTER # 34  
2/18/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VIDEO TRACK LLC	LIABILITY CLAIM COST	346350	2/18/20	140.00
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS	346351	2/18/20	783.98
YOUTH TENNIS SAN DIEGO	CONTRACT INSTRUCTOR / YOUTH TENNIS / CSD	346352	2/18/20	4.20
ACE UNIFORMS & ACCESSORIES INC	STATION UNIFORMS	346353	2/18/20	413.65
BLUE PACIFIC ENGINEERING	SWEETWATER BIKEWAY CONNECTION	346354	2/18/20	22,800.00
ENSAFE INC	PARADISE CREEK REMEDIATION	346355	2/18/20	3,330.00
ENTENMANN ROVIN CO	CAPTAINS BADGES	346356	2/18/20	338.48
INNOVATIVE CONSTRUCTION	EUCLID AVE BICYCLE & PED. ENH.	346357	2/18/20	34,280.00
IPS GROUP INC	ENFORCEMENT SERVICE DEC. 2019	346358	2/18/20	2,606.96
NATIONAL CITY AUTO TRIM	MOP 72441, FIRE CHARGES	346359	2/18/20	396.94
PRUDENTIAL OVERALL SUPPLY	MOP 45742, FIRE CHARGES	346361	2/18/20	25.00
TARGET SOLUTIONS LEARNING	TARGET SOLUTIONS PLATFORM	346362	2/18/20	3,120.00
THE COUNSELING TEAM	COUNSELING FOR PERSONNEL	346363	2/18/20	300.00
WILD WONDERS	WALK ON THE WILDSIDE	346364	2/18/20	395.00
			<b>A/P Total</b>	<b>796,808.33</b>
	<b>GRAND TOTAL</b>			<b><u>\$ 796,808.33</u></b>

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 7<sup>TH</sup> OF APRIL 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #35 for the period of 2/19/20 through 2/25/20 in the amount of \\$2,406,717.38. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #35 for the period of 2/19/20 through 2/25/20 in the amount of \$2,406,717.38.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 2/19/20 - 2/25/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Spacesaver Intermountain	346439	231,644.09	Spacesaver Freestyle Lockers / PD
West Coast Arborist	346453	63,280.00	Arborist Service Calfire Grant
Portillo Concrete	346493	503,928.70	Euclid Ave Bicycle and Pedest.
Public Emp Ret System	2202020	252,238.73	Service Period 1/28/20 – 2/10/20

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$2,406,717.38.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,406,717.38

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 35



**WARRANT REGISTER # 35**  
**2/25/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A&A FLOORING INC	FINANCE DEPT. PROJECT	346365	2/25/20	47,108.80
ACE UNIFORMS & ACCESSORIES INC	ACE UNIFORMS	346366	2/25/20	648.46
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	346367	2/25/20	15,262.50
ALDEMCO	FOOD / NUTRITION	346368	2/25/20	3,830.64
ALL FRESH PRODUCTS	FOOD / NUTRITION	346369	2/25/20	1,293.59
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES – PW	346370	2/25/20	57.94
CASAS, LAURA	CITY COUNCIL TRANSLATION 02-18-2020	346371	2/25/20	150.00
CESNAUSKAS, S	EDUCATION REIMBURSEMENT	346372	2/25/20	931.04
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	346373	2/25/20	932.74
CONTRERAS, R	REIMBURSEMENT/ R. CONTRERAS/CAO	346374	2/25/20	29.90
COUNTY OF SAN DIEGO	1800 E. 22ND ST.	346375	2/25/20	777.00
COUNTY OF SAN DIEGO	SWCRP	346376	2/25/20	5,517.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES	346377	2/25/20	1,724.39
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	346378	2/25/20	1,287.50
DAY WIRELESS SYSTEMS	COMMS EQUIPMENT SERVICE	346379	2/25/20	675.75
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	346380	2/25/20	160.00
DEPT FORESTRY & FIRE PROTECTION	FSTEP TRAINING COURSES	346381	2/25/20	612.00
DEPT OF JUSTICE	FINGERPRINT SERVICES / PD	346382	2/25/20	160.00
EL TAPATIO RESTAURANT INC	SENIOR CENTER SEXUAL HARASMENT TRAINING	346383	2/25/20	1,346.34
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASES - ENG/PW	346384	2/25/20	12,255.12
EXPERIAN	EXPERIAN	346385	2/25/20	27.24
FEDEX	POLICE RECRUIT TESTING MATERIALS	346386	2/25/20	24.71
FIRE ETC	RESCUE ROPES	346387	2/25/20	3,000.66
FITNESS DIRECT	GYM WIPES	346388	2/25/20	145.80
FON JON PET CARE CENTER	KENNEL AND BATH FEES	346389	2/25/20	321.00
GOVCONNECTION INC	SURFACE PRO	346390	2/25/20	3,448.67
GURROLA, VALERIE	PROFESSIONAL SERVICES / DECEMBER 2019 / CAO	346391	2/25/20	2,270.70
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	346392	2/25/20	10.00
IPS GROUP INC	ENFORCEMENT SERVICES JANUARY 2020	346393	2/25/20	3,253.51
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY20	346394	2/25/20	213.21
KREPPS, B	EDUCATION REIMBURSEMENT	346395	2/25/20	369.06
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES / PD	346396	2/25/20	103.89
LASER SAVER INC	MOP 04840 . INK CARTRIDGES / PD	346397	2/25/20	1,640.22
LEXIPOL LLC	LEXIPOL SERVICES / PD	346398	2/25/20	1,408.50
LOPEZ, TERESA	TRANSLATION SERVICES AS NEEDED FOR FY20	346399	2/25/20	240.00
MAN K9 INC	TRAINING TUITION K9 / PD	346400	2/25/20	350.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR / PW	346401	2/25/20	341.90
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	346402	2/25/20	4,628.95
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	346403	2/25/20	3,093.15
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	346404	2/25/20	735.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	346405	2/25/20	349.00
METEAU JR, R	TRAVEL EXPENSE REPORT	346406	2/25/20	207.25
MICRONICHE INC	PROFESSIONAL SERVICES	346407	2/25/20	900.00
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPP 53, UPDATE 4	346408	2/25/20	1,761.38
MUNOZ, L	TRAVEL EXPENSE REPORT	346409	2/25/20	34.85
NAN MCKAY AND ASSOCIATES INC	HQS TRAINING FOR 2 S8 STAFF	346410	2/25/20	1,237.50
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	346411	2/25/20	138.72
OFFICE SOLUTIONS BUSINESS	MOP 25003. OFFICE SUPPLIES / PD	346412	2/25/20	83.25



**WARRANT REGISTER # 35**  
**2/25/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OLIVER PRODUCTS	HOME DELIVERY TRAYS	346413	2/25/20	1,982.73
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	346414	2/25/20	39.91
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	346415	2/25/20	826.83
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	346416	2/25/20	51.59
PFEIFER, S	EDUCATION REIMBURSEMENT	346417	2/25/20	1,199.00
PHILLIPS JR, W	TRAINING REIM FTO PHILLP SR	346418	2/25/20	143.50
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	346419	2/25/20	5,824.08
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	346420	2/25/20	4,720.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	346421	2/25/20	735.43
RELY ENVIRONMENTAL	HAZARDOUS WASTE	346422	2/25/20	3,330.95
S D COUNTY SHERIFF'S DEPT	CAL ID	346423	2/25/20	8,066.00
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO CONTROL	346424	2/25/20	1,651.96
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO CONTROL	346425	2/25/20	66.96
S D TRAINING MANAGERS' ASSOC	TUITION MEMBERSHIP SDTM	346426	2/25/20	50.00
SAN DIEGO COUNTY ASSESSOR	RECORDS CODE ENFORCEMENT	346427	2/25/20	6.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING SDMC CPT FTO 1ST AID	346428	2/25/20	156.40
SAN DIEGO PET SUPPLY	MOP 02975. FOOD / PD	346429	2/25/20	519.90
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VEST IBARRA / TAPIA	346430	2/25/20	2,672.00
SAN DIEGO UNION TRIBUNE	DIVISION STREET PROJECT	346431	2/25/20	534.84
SEAPORT MEAT COMPANY	FOOD NUTRITION	346432	2/25/20	1,080.66
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICAL	346433	2/25/20	63.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	346434	2/25/20	359.75
SMART & FINAL	MOP 45756, FIRE CHARGES	346435	2/25/20	224.40
SMART SOURCE OF CALIFORNIA LLC	MOP# 63845 BUSINESS CARD IMPRINTS	346436	2/25/20	49.73
SOUND SOLUTION AUTO STYLING	WINDOW TINT NISSAN FRONTIER	346437	2/25/20	220.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	346438	2/25/20	136.68
SPACESAVER INTERMOUNTAIN	SPACESAVER FREESTYLE LOCKERS / PD	346439	2/25/20	231,644.09
STAPLES BUSINESS ADVANTAGE	MOP 20468. OFFICE SUPPLIES / PD	346440	2/25/20	2,350.40
STAPLES BUSINESS ADVANTAGE	MOP 20468. OFFICE SUPPLIES / MIS	346441	2/25/20	107.63
SYMBOLARTS, LLC	SYMBOL ARTS / PD	346442	2/25/20	1,264.45
SYSCO SAN DIEGO INC	FOOD / NUTRITION	346443	2/25/20	4,098.94
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	346444	2/25/20	949.42
TELECOM LAW FIRM P C	TELECOM LAW FIRM/ CAO	346445	2/25/20	384.00
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE	346446	2/25/20	800.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	346447	2/25/20	23.15
T'S & SIGNS	FOR CITY GUIDES FOR WINTER & SPRING	346448	2/25/20	2,365.31
U S BANK	CREDIT CARD EXPENSES / CSD	346449	2/25/20	930.21
U S BANK	CREDIT CARD CHARGES / FIRE	346450	2/25/20	584.90
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	346451	2/25/20	515.24
VCA EMERGENCY ANIMAL HOSPITAL	K-9 ANIMAL SERVICES / PD	346452	2/25/20	1,116.96
WEST COAST ARBORISTS INC	ARBORIST SERVICE CALFIRE GRANT	346453	2/25/20	63,280.00
WILLIAMS, G	EDUCATION REIMBURSEMENT	346454	2/25/20	300.00
WILSON, R	EDUCATION REIMBURSEMENT	346455	2/25/20	300.00
ACE UNIFORMS & ACCESSORIES INC	STATION UNIFORMS	346456	2/25/20	413.65
ACME SAFETY & SUPPLY CORP	RAIN JACKETS, YELLOW PANTS, SILKSCREEN	346457	2/25/20	418.47
ALLSTAR FIRE EQUIPMENT INC	TURNOUT BOOTS	346458	2/25/20	2,260.99
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	346459	2/25/20	2,830.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	346460	2/25/20	4,812.03



**WARRANT REGISTER # 35  
2/25/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	346461	2/25/20	85.03
AUDIO ASSOCIATES	REINSTALL A/V EQUIPMENT IN COUNCIL	346462	2/25/20	311.00
BAKER ELECTRIC INC	LAS PALMAS POOL	346463	2/25/20	39,068.18
BOYER, R	TRAINING POST ADV SUB BOYER	346464	2/25/20	512.00
CABATU, E	TRAINING ADV LDG SOVEREIGN CITIZEN / PD	346465	2/25/20	167.17
CALIFORNIA ASSOCIATION OF CODE	CACEO COURSE CORDOVA / NSD	346466	2/25/20	221.00
CITY OF CHULA VISTA	NOZZLE FORWARD CLASS REGISTRATION	346467	2/25/20	900.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS FOR POOL	346468	2/25/20	951.18
CORELOGIC SOLUTIONS LLC	METROSCAN RENEWAL 11/1/19 - 10/31/20	346469	2/25/20	7,899.96
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	346470	2/25/20	9,043.69
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	346471	2/25/20	510.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	346472	2/25/20	4,305.28
DAY WIRELESS SYSTEMS (20)	FREQUENCY KNOBS	346473	2/25/20	153.82
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20.	346474	2/25/20	2,939.63
DELL MARKETING L P	DELL R910 SERVER SUPPORT RENEWAL 1/9/20	346475	2/25/20	12,878.80
DICK MILLER INC	PARADISE CREEK WQ&C	346476	2/25/20	15,806.39
DISCOUNT SPECIALTY CHEMICALS	ROUGH TOUGH SCRUBS	346477	2/25/20	414.82
EXLINE DENNIS L	REFUND FOR OVERPAID BUSINESS TAX, ACCT 6	346478	2/25/20	15.00
GOMEZ, PATRICIA	REFUND FOR OVERPAID BUSINESS TAX, ACCT 8	346479	2/25/20	30.00
GRAINGER	MULTI-TOOL BLACK 21 TOOLS	346480	2/25/20	509.76
KRONOS INC	TELESTAFF IVR	346481	2/25/20	43.23
LASER SAVER INC	MOP 45725, FIRE CHARGES	346482	2/25/20	201.02
LOPEZ, LUCAS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 8	346483	2/25/20	30.00
M AND M SALES	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	346484	2/25/20	30.00
MAN K9 INC	CANINE PATROL TRAINING	346485	2/25/20	2,080.00
MHZ COMMUNICATIONS ENT	HEADSET REPAIRS	346486	2/25/20	867.82
MTS	FLAGGING SERVICES FOR FY20	346487	2/25/20	380.32
MULTIQUIP INC	QP4TH, 4" TRASH PUMP	346488	2/25/20	5,745.82
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	346489	2/25/20	1,652.00
NAVRAI INC DBA STARDUST INN	HOUSING PLACEMENT / NSD	346490	2/25/20	4,145.09
PACIFIC STATES PETROLEUM INC	MOTOR OIL BULK ORDER	346491	2/25/20	3,376.17
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	346492	2/25/20	207.71
PORTILLO CONCRETE INC	EUCLID AVE BICYCLE AND PEDEST.	346493	2/25/20	503,928.70
PRO BUILD COMPANY	MOP 45707, FIRE CHARGES	346494	2/25/20	11.82
PRUDENTIAL OVERALL SUPPLY	MOP 45742, FIRE CHARGES	346495	2/25/20	25.00
PTS	PACIFIC TELEMAGEMENT SERVICES	346496	2/25/20	78.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION BCKGRD INV BOYER	346497	2/25/20	249.00
ROMAN RIOS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	346498	2/25/20	24.00
ROMOS COSMETICS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	346499	2/25/20	30.00
SABALA, A	TRAINING K9CON / SABALA / PD	346500	2/25/20	221.10
SAN DIEGO MIRAMAR COLLEGE	PC832 CLASS / NSD	346501	2/25/20	67.00
SAN DIEGO PLASTICS INC	PVC SHEET STD WHITE - WHITE	346502	2/25/20	377.82
SCANLON, D	TRAINING K9 CONF SCANLON	346503	2/25/20	221.10
SDG&E	GAS AND ELECTRIC UTILITIES FOR	346504	2/25/20	37,708.52
STARTECH COMPUTERS	STARTECH COMPUTER MOP FY20	346505	2/25/20	235.71
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	346506	2/25/20	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2020	346507	2/25/20	438.64
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	346508	2/25/20	1,060.00



**WARRANT REGISTER # 35  
2/25/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE ARMORED GROUP LLC	BATT WINDSHIELD / PD	346509	2/25/20	6,059.60
THE COUNSELING TEAM	PEER SUPPORT / PD	346510	2/25/20	1,100.00
THE PALACE SALON	REFUND FOR OVERPAID BUSINESS TAX, ACCT 6	346511	2/25/20	30.00
TINOSA INC	AIR SAMPLE	346512	2/25/20	250.00
TOM'S BARBER SHOP	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	346513	2/25/20	15.00
U S BANK	CREDIT CARD CHARGES / PD	346514	2/25/20	183.20
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	346515	2/25/20	409.24
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	346516	2/25/20	554.66
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	346517	2/25/20	533.29
VESHJE STUDIO LLC	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	346518	2/25/20	30.00
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC ACCESSORIES / MIS	346519	2/25/20	886.83
			<b>A/P Total</b>	<b>1,026,570.45</b>
<b>WIRED PAYMENTS</b>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 1/28/20 - 2/10/20	2202020	2/20/20	252,238.73
<b>SECTION 8 HAPS</b>	<b>Start Date</b>	<b>End Date</b>		
	2/19/2020	2/25/2020		<b>37,077.04</b>
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
4	1/28/2020	2/10/2020	2/19/2020	<b>1,090,831.16</b>
			<b>GRAND TOTAL</b>	<b>\$ 2,406,717.38</b>

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 7<sup>TH</sup> OF APRIL 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Public Hearing, Findings of Urgency, and Adoption of an Urgency Ordinance of the City Council of the City of National City: \(1\) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus \(COVID-19\), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and \(2\) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing, Findings of Urgency, and Adoption of an Urgency Ordinance of the City Council of the City of National City (1) enacting a temporary moratorium on evictions within the City of National City due to nonpayment of rent for residential and commercial tenants arising out of a substantial decrease in income or substantial out-of-pocket medical expenses resulting from the novel coronavirus (COVID-19), governmental response to COVID-19, or other financial reason related to COVID-19 pursuant to California Governor Executive Order N-28-20 and N-37-20; and (2) suspending foreclosure remedies that could lead to eviction under similar circumstances pursuant to California Governor Executive Order N-28-20.

**PREPARED BY:** Carlos Aguirre, Director

**DEPARTMENT:** Housing Authority

**PHONE:** (619) 336-4391

**APPROVED BY:**



**EXPLANATION:**

See Attachment No. 1.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Not applicable.

**ENVIRONMENTAL REVIEW:**

The adoption of the Urgency Ordinance is not a Project pursuant to the California Environmental Quality Act of 1970.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Hold a Public Hearing and adopt the Urgency Ordinance.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

1. Explanation
2. Ordinance

City of National City  
April 7, 2020  
Staff Report Explanation

**An Urgency Ordinance implementing a temporary moratorium on evictions and suspending foreclosure procedures that would lead to evictions in the City of National City**

The novel coronavirus, COVID-19, causes infectious disease and was first detected in December 2019. COVID-19 symptoms include fever, cough, and shortness of breath, and those who have been afflicted have experienced anything from mild illness to death. The Centers for Disease Control and Prevention considers COVID-19 to be a very serious public health threat and the World Health Organization declared the COVID-19 outbreak to be a pandemic. COVID-19 is expected to have serious economic impacts to the residents and businesses of National City, including the substantial loss of income due to the loss of compensable work hours or wages, layoffs, and business closures.

On February 19, 2020, the San Diego County Board of Supervisors ratified a declaration of local health emergency related to COVID-19. On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 16, 2020, Governor Newsom issued Executive Order N-28-20 suspending any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential and commercial evictions when the basis for eviction is nonpayment of rent arising out of a documented substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by COVID-19 or by any local, state, or federal government response to COVID-19.

On March 17, 2020, Mayor Alejandra Sotelo-Solis and the City Council of the City of National City ("City Council") adopted a Resolution ratifying the Declaration of the Existence of a Local Emergency that was proclaimed on March 12, 2020 in the City of National City ("City") as a result of COVID-19. On March 19, 2020, Governor Newsom also issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except to obtain essential services. On March 27, 2020, Governor Newsom issued Executive Order N-37-20 which bans the enforcement of eviction orders for renters affected by COVID-19 through May 31, 2020, prohibits landlords from evicting tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts, and requires tenants to declare in writing, no more than seven days after the rent comes due, that the tenant cannot pay all or part of their rent due to COVID-19.

Staff recommends the adoption of an Urgency Ordinance temporarily banning evictions in National City because it is necessary and appropriate to address the threats to the public health, safety, and welfare of its citizens related to the significant economic impacts of the COVID-19 pandemic, protect residents and businesses from being

evicted due to nonpayment of rent due to substantial lost income or substantial out-of-pocket medical expenses caused by COVID-19, and facilitate compliance with public health orders and recommendations related to COVID-19.

If adopted, National City's Urgency Ordinance would implement a temporary ban on residential and commercial evictions whereby no landlord could take action to evict a tenant for not paying rent that was due on or after March 17, 2020 if the tenant provided written notice to the landlord, on or before the date the rent was due or within a reasonable period of time not to exceed 7 days, that the tenant is unable to pay rent due to financial impacts or other financial reasons related to COVID-19 not limited to the following:

- The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
- The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
- The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

As used in the Urgency Ordinance, "financial impacts" means a substantial decrease in household income for a residential tenant, or in business income for a commercial tenant, due to business closure, loss of compensable hours of work or wages, layoffs, or substantial out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it is caused by the COVID-19 pandemic or any governmental response to the COVID-19 pandemic, including complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities. Tenants who are afforded eviction protection under the Urgency Ordinance would have up to six months from the date when the Ordinance becomes effective or the withdrawal of Governor Newsom's Executive Order N-28-20, whichever occurs soonest, to pay their landlords all unpaid rent.

The proposed Urgency Ordinance also suspends statutory causes of action such as a judicial foreclosure that could be used to evict a residential or commercial tenant when the basis for eviction is due to a substantial loss of income caused by COVID-19. The Ordinance would be retroactive to March 17, 2020 in accordance with the City Council's ratification of the Declaration of the Existence of Local Emergency and in accordance the California Governor Executive Order N-28-20 and would remain in effect through June 30, 2020, unless extended by Executive Order issued by the Governor of the State of California. Adoption of the Urgency Ordinance requires the affirmative vote of least four of the five members of the City Council.

**ORDINANCE NO. 2020 -**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (1) ENACTING A TEMPORARY MORATORIUM ON EVICTIONS WITHIN THE CITY OF NATIONAL CITY DUE TO NONPAYMENT OF RENT FOR RESIDENTIAL AND COMMERCIAL TENANTS ARISING OUT OF A SUBSTANTIAL DECREASE IN INCOME OR SUBSTANTIAL OUT-OF-POCKET MEDICAL EXPENSES RESULTING FROM THE NOVEL CORONAVIRUS (COVID-19), GOVERNMENTAL RESPONSE TO COVID-19, OR OTHER FINANCIAL REASON RELATED TO COVID-19 PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20 AND N-37-20; AND (2) SUSPENDING FORECLOSURE REMEDIES THAT COULD LEAD TO EVICTION UNDER SIMILAR CIRCUMSTANCES PURSUANT TO CALIFORNIA GOVERNOR EXECUTIVE ORDER N-28-20**

**WHEREAS**, a novel coronavirus, COVID-19, causes infectious disease and was first detected in December 2019; and

**WHEREAS**, COVID-19 symptoms include fever, cough, and shortness of breath, and those who have been afflicted have experienced anything from mild illness to death; and

**WHEREAS**, the Centers for Disease Control and Prevention considers COVID-19 to be a very serious public health threat and the World Health Organization declared the COVID-19 outbreak to be a pandemic; and

**WHEREAS**, on February 19, 2020, the San Diego County Board of Supervisors ratified a declaration of local health emergency related to COVID-19; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19; and

**WHEREAS**, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 suspending any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential and commercial evictions when the basis for eviction is nonpayment of rent arising out of a documented substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by COVID-19 or by any local, state, or federal government response to COVID-19; and

**WHEREAS**, on March 17, 2020, Mayor Alejandra Sotelo-Solis on behalf of the City Council of the City of National City ("City Council") executed a Resolution ratifying the Declaration of the Existence of a Local Emergency that was proclaimed on March 12, 2020 in the City of National City ("City") as a result of COVID-19; and

**WHEREAS**, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence, except to obtain essential services; and

**WHEREAS**, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 which bans the enforcement of eviction orders for renters affected by COVID-19 through May 31, 2020, prohibits landlords from evicting tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts, and requires tenants to declare in writing, no more than seven days after the rent comes due, that the tenant cannot pay all or part of their rent due to COVID-19.

**WHEREAS**, as of March 30, 2020, there are currently more than 600 confirmed cases of COVID-19 within San Diego County, at least 7 COVID-19 related deaths, more than 6,932 confirmed cases in California, and at least 150 COVID-19-related deaths in California, and these statistics are increasing daily; and

**WHEREAS**, the effects of the COVID-19 pandemic on the global economy and supply chains are impacting many local companies due to overseas factories operating at reduced capacity and a drastic reduction in tourism; and

**WHEREAS**, COVID-19 is causing, and is expected to continue to cause, serious negative impacts on the National City economy and serious financial impacts to National City residents and businesses, including substantial loss of income due to the loss of compensable work hours or wages, layoffs, and business closures; and

**WHEREAS**, the Governor and the San Diego County Public Health Officer have issued a variety of orders and directives to respond to the emergency, including closing or significantly curtailing certain business operations, prohibiting gatherings of 10 people or more, and cancelling conferences, sporting events, and other large group activities; and

**WHEREAS**, the San Diego County Superintendent of Schools and all district superintendents in the County have closed schools beginning March 16, 2020, requiring many parents to adjust work schedules or take time off from work, whether paid or unpaid, to care for school-aged children; and

**WHEREAS**, loss of income as a result of COVID-19 may prevent City residents and businesses from fulfilling their financial obligations; and

**WHEREAS**, approximately 65 percent of the City's households rent their homes; and

**WHEREAS**, in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement during the emergency and to prevent housed-individuals from falling into homelessness; and

**WHEREAS**, displacement of residential tenants caused by eviction would create undue hardship on these tenants by making it difficult to follow public health orders and guidance of social distancing and isolation, and would further put them at risk of homelessness due to the City’s documented shortage of affordable housing, putting these tenants and the general public at great risk; and

**WHEREAS**, this Ordinance enacts a temporary moratorium on residential evictions intended to promote economic stability and fairness within the City’s rental market during the COVID-19 pandemic, to prevent avoidable homelessness, to preserve the public peace, health, safety, and public welfare, and to enable tenants in the City whose income and ability to work is affected by COVID-19; and

**WHEREAS**, business closures and reduced business hours, in addition to public health orders to limit public gatherings and socially distance, will have a financial impact on local businesses, and displacement of commercial tenants caused by eviction would worsen the present crisis by causing financial instability for business owners and employees and by reducing the available jobs for City residents once the crisis is abated; and

**WHEREAS**, this Ordinance enacts a temporary moratorium on residential and commercial evictions intended to promote economic stability and fairness, and to promote a stable business and job market for employers and employees to return to once the emergency is abated; and

**WHEREAS**, it is in the public interest to take steps to ensure people remain housed and to ensure local businesses are not evicted during this public health emergency; and

**WHEREAS**, the City Council further requests the County, State and Federal governments work with banks and lenders to alleviate financial hardships of property owners and landlords related to actions taken to address the COVID-19 pandemic; and

**WHEREAS**, the City Council further requests that banks and lenders work with property owners and landlords to extend similar hardship protections for mortgage relief as found in this ordinance for tenants; and

**WHEREAS**, Section 16.06.060 of National City Municipal Code vests all legislative authority for the City in the City Council; and

**WHEREAS**, California Government Code section 8634 allows the City Council, as the governing body, to make orders and regulations necessary to provide for the protection of life and property; and

**NOW, THEREFORE THE CITY COUNCIL HEREBY DECREES THE FOLLOWING FINDINGS OF URGENCY:**

1. That the foregoing facts recited in the Whereas herein above are true and correct and overwhelmingly establish the existence of an emergency which serves as factual evidences for adopting this Ordinance as an Urgency Measure, and

2. That this emergency situation necessitates that immediate implementation of an Ordinance for the immediate preservation of the public peace, health and safety of residences of National City; and

3. That the facts of this emergency situation requires that the Council pursuant to Government Code §36937 to adopt an Urgency Ordinance as its immediate implementation is necessary and appropriate to address the threats to the public health, safety, and welfare of its citizens related to the significant economic impacts of the COVID-19 pandemic, to protect residents and businesses from being evicted due to nonpayment of rent due to substantial lost income or substantial out-of-pocket medical expenses caused by COVID-19, or by complying with public health orders and recommendations related to COVID-19.

**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of National City, as follows:

**Section 1.** That a temporary moratorium on evictions for nonpayment of rent by residential or commercial tenants (collectively “tenant”) in the City of National City who are directly impacted by the novel coronavirus disease, known as COVID-19, is imposed as follows:

(a) No landlord shall take action to evict a tenant for not timely paying rent that was due on or after March 17, 2020, if the tenant provided written notice to the landlord, on or before the date the rent was due or within a reasonable period of time not to exceed 7 days, that the tenant is unable to pay rent due to financial impacts related to COVID-19 or other financial reasons related to COVID-19 not limited to the following:

(i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;

(ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or

(iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

(b) As used in this Ordinance, “financial impacts” means a substantial decrease in household income for a residential tenant, or in business income for a commercial tenant, due to business closure, loss of compensable hours of work or wages, layoffs, or substantial out-of-pocket medical expenses. A financial impact is “related to COVID-19” if it is caused by the COVID-19 pandemic or any governmental response to the COVID-19 pandemic, including complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities.

**(c)** For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or landlord’s representative or agent with whom the tenant has previously corresponded by email or text. Any medical or financial information provide to the landlord shall be held in confidence, and only used for evaluating the tenant’s claim.

**(d)** Within one week of providing notice under subsection (a), the tenant shall provide the landlord documentation or objectively verifiable information that the tenant is unable to pay rent due to financial impacts related to COVID-19. If the tenant does not provide evidence of financial impacts related to COVID-19 within this time frame, the landlord may pursue any enforcement action in accordance with state and local laws.

**(e)** The tenant must retain verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, signed letters or statements from an employer or supervisor explaining the tenant’s changed financial circumstances to support the tenant’s assertion of an inability to pay. The documentation may be provided to the landlord no later than the time upon payment of back-due rent.

**(f)** If a tenant complies with the requirements of this Ordinance, a landlord shall not take any of the following actions based on the tenant’s nonpayment of rent: charge or collect any late fees for rent that is delayed for the reasons set forth in this Ordinance, serve a notice, file, or prosecute any action to obtain possession of the property rented by that tenant or otherwise endeavor to evict that tenant for nonpayment of rent, including resorting to notice pursuant to California Code of Civil Procedure sections 1161, 1161.1, or 1162, filing or prosecuting any unlawful detainer action based on a three-day pay or quit notice, or pursuing a no-fault eviction.

**(g)** Tenants who were afforded eviction protection under this Ordinance shall have up to six months from the date this Ordinance is effective or the withdrawal of Governor Newsom’s Executive Order N-28-20, whichever occurs soonest, to pay their landlords all unpaid rent. If a tenant opts to move while the Ordinance is effective, all owed rent is due upon move out unless the lease dictates otherwise. The City Council may extend this Ordinance by subsequent resolution if conditions at that time warrant an extension. During that time period, the protections against eviction in this Ordinance shall apply. At the end of this six-month period, a landlord may evict a tenant who has not paid all outstanding rent and resort to all remedies available to the landlord under the lease and the law.

**(h)** For purposes of this Ordinance, “no-fault eviction” means any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including, but not limited to, evictions notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1162c.

**(i)** A tenant for purposes of this Ordinance also includes a person who leases or rents space in a mobile home park for a mobile home in which they reside.

**(j)** Nothing in this Ordinance relieves the tenant of liability for unpaid rent after expiration of the provisions of this Ordinance.

(k) A tenant with financial impacts related to COVID-19 may use the protections afforded in this Ordinance as an affirmative defense in an unlawful detainer action.

**Section 2.** Pursuant to Executive Order N-28-20 issued by the California Governor on March 16, 2020, evictions based upon foreclosure proceedings are prohibited as follows:

(a) The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et. seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1162, et. seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property, and any occupation thereof, in which the eviction is based on the following:

(i) The basis for the eviction is a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income cause by the layoffs or a reduction in the compensable hours of work, or a substantial decrease in business income caused by a reduction of opening hours or consumer demand), or substantial out-of-pocket expenses; and

(ii) The decrease in household or business income or the out-of-pocket expenses described above, was caused by the COVID-19 pandemic, or by local, state, or federal government response to COVID-19, and is documented.

(b) Section 2 shall become inoperative effective June 30, 2020, unless extended by Executive Order issued by the Governor of the State of California.

(c) Section 2 is punishable under California Penal Code 396 and by applicable penalties for violation of this Ordinance under the National City Municipal Code.

**Section 3.** The Ordinance shall be retroactive to March 17, 2020 in accordance with the City Council's ratification of the Declaration of the Existence of a Local Emergency and in accordance the California Governor Executive Order N-28-20 and shall remain in effect through June 30, 2020, unless extended by Executive Order issued by the Governor of the State of California.

**Section 4.** That the City Manager may adopt rules and regulations reasonably necessary to implement this Ordinance, including adopting definitions of substantial out-of-pocket medical expenses and substantial loss of income, but in no event shall the definition of substantial loss of income exceed a 30 percent reduction in income. In the event the State of California issues law or guidance on implementing an eviction moratorium or defining these terms, that law or guidance shall control over the City Manager's adopted rules and regulations.

**Section 5.** That this Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be construed in light of that intent.

**Section 6.** That the provisions of the National City Municipal Code including those relating to construction and interpretation, and enforcement of administrative remedies, shall apply to this Ordinance.

**Section 7.** That the City reserves the right to enforce the administrative remedies and to pursue any other remedies legally available against individuals knowingly or intentionally violating the provisions of this Ordinance or falsifying information to qualify for the relief granted in this Ordinance.

**Section 8.** That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the City Council and the public prior to the day of its passage.

**Section 9.** That this Ordinance is declared to be an emergency measure required for the immediate preservation of the public peace, safety, health, and welfare pursuant to, and shall take effect immediately from the day of adoption by the affirmative vote of at least four members of the City Council.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Dalla,  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones,  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential project, as required by the Tax Equity and Fiscal Responsibility Act of 1982 \(“TEFRA”\), pursuant to Section 142\(a\)\(7\) of the Internal Revenue Code with no fiscal impact to the City, and not to exceed \\$25,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of a 151-unit multifamily rental housing project located at 2525 Highland Avenue in National City. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and adoption of a resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential project, as required by the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), pursuant to Section 142(a)(7) of the Internal Revenue Code with no fiscal impact to the City, and not to exceed \$25,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of a 151-unit multifamily rental housing project located at 2525 Highland Avenue in National City.

**PREPARED BY:** Angelita Palma   
Acting Housing Manager

**DEPARTMENT:** Housing Authority

**PHONE:**  
(619) 336-4219

**APPROVED BY:** 

**EXPLANATION:**  
See Attachment No. 1.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

There is no fiscal impact to the City.

**ENVIRONMENTAL REVIEW:**

The adoption of this resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable to this report.

**ATTACHMENTS:**

- 1: Background Report
- 2: Public Hearing Notice
- 3: Resolution

City of National City  
April 7, 2020  
Staff Report Explanation

Agenda Item:

Public Hearing and adoption of a resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential project, as required by the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), pursuant to Section 142(a)(7) of the Internal Revenue Code with no fiscal impact to the City, and not to exceed \$25,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of a 151-unit multifamily rental housing project located at 2525 Highland Avenue in National City.

Recommended Action:

1. Conduct a Tax Equity and Fiscal Responsibility Act Hearing in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Southern Highlands Preservation LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 151-unit multifamily rental housing project generally known as Southern Highlands Apartments.
2. Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$25,000,000, for the benefit of Southern Highlands Preservation LP, to provide financing for the acquisition, rehabilitation, improvement, and equipping of a 151-unit multifamily rental housing project generally known as Southern Highlands Apartments.

Background:

Southern Highlands Preservation LP (the "Borrower") has requested that the California Statewide Communities Development Authority ("CSCDA") serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$25,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower, to enable the Borrower to finance the acquisition, rehabilitation, improvement and equipping of a 151-unit affordable multifamily housing rental project located at 2525 Highland Avenue, National City, California (the "Project"), which will be owned and operated by the Borrower. The Borrower will substantially rehabilitate the Project with the proceeds of the Bonds and the affordability covenants will extend for 55 years from the closing of the financing.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of National City ("City") must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. A public notice was published on March 27, 2020 (Attachment No. 2).

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and

City of National City  
April 7, 2020  
Staff Report Explanation

CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of National City. CSCDA has issued more than \$60 billion through 1,600 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

NOTICE OF PUBLIC HEARING  
REGARDING ISSUANCE OF  
MULTIFAMILY HOUSING REVENUE BONDS FOR  
SOUTHERN HIGHLANDS APARTMENTS

NOTICE IS HEREBY GIVEN that on Tuesday, April 7, 2020 a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), will be held with respect to a proposed plan of financing providing for the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition, rehabilitation and development of a 151-unit senior multifamily rental housing project located at 2525 Highland Avenue, National City, California. The facilities are to be owned by Southern Highlands Preservation LP or a partnership of which Lincoln Avenue Capital, LLC (the “Developer”) or a related person to the Developer is the general partner (the “Project”).

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard, and will be webcast on the City of National City’s website at <https://www.nationalcityca.gov/government/mayor-city-council>. Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may submit written comments, which must be received no later than 4:30 pm on Tuesday, April 7, 2020. Written comments should be sent to City of National City Clerk at 1243 National City Boulevard, National City, California 91950 or emailed to [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov).

CITY CLERK  
CITY OF NATIONAL CITY

Dated: March 27, 2020

## RESOLUTION NO. 2020 – \_\_\_\_\_

Public Hearing and adoption of a resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential project, as required by the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), pursuant to Section 142(a)(7) of the Internal Revenue Code with no fiscal impact to the City, and not to exceed \$25,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of a 151-unit multifamily rental housing project located at 2525 Highland Avenue in National City.

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of National City (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Southern Highlands Preservation LP or a partnership of which Lincoln Avenue Capital, LLC (the “Developer”) or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation and development of a 151-unit senior multifamily rental housing project located at 2525 Highland Avenue, National City, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of National City at a regular meeting of said Council held on the 7th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL PROJECT, AS REQUIRED BY THE TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (“TEFRA”), PURSUANT TO SECTION 142(A)(7) OF THE INTERNAL REVENUE CODE WITH NO FISCAL IMPACT TO THE CITY, AND NOT TO EXCEED \$25,000,000 IN OUTSTANDING AGGREGATE PRINCIPAL TO FINANCE THE ACQUISITION AND REHABILITATION OF A 151-UNIT MULTIFAMILY RENTAL HOUSING PROJECT LOCATED AT 2525 HIGHLAND AVENUE IN NATIONAL CITY**

**WHEREAS**, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of National City (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

**WHEREAS**, Southern Highlands Preservation LP or a partnership of which Lincoln Avenue Capital, LLC (the “Developer”) or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation and development of a 151-unit senior multifamily rental housing project located at 2525 Highland Avenue, National City, California (the “Project”); and

**WHEREAS**, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

**WHEREAS**, the members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

**WHEREAS**, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

**WHEREAS**, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

///  
///  
///

**Resolution No. 2020 –  
Page Two**

**WHEREAS**, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

**WHEREAS**, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AS FOLLOWS:**

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development \(HUD\) Draft Five-Year Consolidated Plan for HUD Program Years \(PY\) 2020 to 2024 and allocation of HUD PY 2020 entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for the PY 2020 Action Plan. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development (HUD) Draft Five-Year Consolidated Plan for HUD Program Years (PY) 2020 to 2024 and allocation of HUD PY 2020 entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the PY 2020 Action Plan.

**PREPARED BY:** Angelita Palma, Acting Housing Manager

**DEPARTMENT:** Housing Authority

**PHONE:** 619-336-4219

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

See attachment number one for explanation.

**FINANCIAL STATEMENT:**

The City will receive \$788,787.00 in CDBG and \$356,620.00 in HOME Program entitlement funds for FY 2021-2025. In addition, the City will reprogram \$30,896.95 in program income and \$110,176.89 of CDBG funds from completed projects to FY 2021 Action Plan activities. The City will also reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects to FY 2021 Action Plan activities.

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_



**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

The approval of the draft Consolidated Plan and the allocation of grant funds to activities will not result in a direct or reasonable foreseeable physical change in the environment, and is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section 15060(c)(2). Said actions are also not subject to National Environmental Policy Act of 1969 ("NEPA") pursuant to 24 CFR 58.34(a) and categorically excluded from other requirements found under 24 CFR 58.34(a). However, staff will review individual activities funded to comply with environmental review requirements under CEQA and with NEPA requirements found under 24 CFR parts 50 & 58.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Conduct the Public Hearing and approve recommendations for CDBG and HOME activities from the sources identified in the Financial Statement above.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. Action Plan Funding Recommendations
3. 30 Day Public Comment Period and Public Hearing

City of National City  
April 7, 2020  
Staff Report Explanation

**Public Hearing No. 1 of 2 on the U.S. Department of Housing and Urban Development (HUD) Draft Five-Year Consolidated Plan for HUD Program Years (PY) 2020 to 2024 and allocation of HUD PY 2020 entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the PY 2020 Action Plan.**

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit a Five Year Consolidated Plan and Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is a planning document that provides an assessment of National City's community development needs, proposes strategies to address those needs, and identifies specific activities to implement those strategies.

This Five Year Consolidated Plan for HUD covers Program Years (PY) 2020-2024 for the period beginning July 1, 2020 through June 30, 2025. The Consolidated Plan also includes a one year Annual Action Plan that outlines the intended use of resources for Program Year 2020, which is Fiscal Year (FY) 2020-2021. As required by HUD guidelines, the identification of needs and the adoption of strategies to address those needs must focus primarily on low- and moderate-income individuals and households. National objectives and performance outcomes established by HUD are the basis for assigning priorities to needs for which funding may be allocated.

The purpose of the Consolidated Plan is to indicate how Community Planning Development funded programs such as the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program entitlement funds will be used during the Five Year planning cycle. In this document the City establishes priorities for allocating CDBG and HOME funds based on a number of criteria, including urgency of needs, cost efficiency, eligibility of activities and programs, availability of other funding sources to address specific needs, funding program limitations, capacity and authority for implementing actions, and consistency with citywide goals, policies, and efforts.

The PY 2020 Action Plan for FY 2020-2021 outlines how the City intends to spend \$788,787.00 in CDBG and \$356,620.00 in HOME Program entitlement funds. In addition to the funding sources noted above, the City will reprogram \$30,896.95 in program income and \$110,176.89 remaining from previously completed projects for CDBG as well as reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects.

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 5, 2020 to review public comments received during a 30-day public review period from March 31 through April 30, 2020, on the draft Consolidated Plan and Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Consolidated Plan and the CDBG and HOME Program funding recommendations for FY 2020-2021.



**Community Development Block Grant and  
HOME Investment Partnerships  
Annual Action Plan Funding Recommendations for  
HUD Program Year 2020  
City Fiscal Year 2020-2021**

CDBG Entitlement:	\$788,787.00	HOME Entitlement:	\$356,620.00
CDBG Program Income 2019:	\$ 30,896.95	HOME Program Income 2019:	\$144,588.88
CDBG Reallocation:	\$110,176.89	HOME Reallocation:	\$ 84,453.00
<b>Total CDBG funds available:</b>	<b>\$929,860.84</b>	<b>Total HOME funds available:</b>	<b>\$585,661.88</b>

**Community Development Block Grant (CDBG) Program**

Public Service Funds Available: \$118,318.05

Applicant Name	Program Name	Funding Request	FY 2021 Staff Recommendation	FY 2020 Allocation
Community Services Department	Casa de Salud Youth Afterschool Program	\$ 48,818.00	\$ 48,818.00	\$ 48,818.00
National City Public Library	Literacy Services Program	\$ 52,000.00	\$ 52,000.00	\$ 50,610.00
Police Department Sponsoring South Bay Community Services	NCPD Support Service: Domestic Violence Response Team	\$ 20,000.00	\$ 17,500.05	\$ 19,465.00
Fire Department Sponsoring Trauma Intervention Programs of San Diego County, Inc.	Trauma Intervention Program	\$ 10,925.00	\$ -	\$ -
Public Service Total:		\$ 131,743.00	\$ 118,318.05	\$ 118,893.00

Non-Public Services Funds Available: \$653,785.39

Applicant Name	Program Name	Funding Request	FY 2021 Staff Recommendation	FY 2020 Allocation
Neighborhood Services Department	Housing Inspection Program	\$ 156,447.00	\$ 120,981.39	\$ 53,664.46
Fire Department	Fire Station 34 Section 108 Loan Payment	\$ 532,804.00	\$ 532,804.00	\$ 511,882.50
Non-Public Service Total:		\$ 689,251.00	\$ 653,785.39	\$ 565,546.96

Planning and Administration Funds Available: \$157,757.40

Applicant Name	Program Name	Funding Request	FY 2021 Staff Recommendation	FY 2020 Allocation
National City Housing Authority	CDBG Program Administration	\$ 122,757.40	\$ 122,757.40	\$ 123,024.00
National City Housing Authority Sponsoring CSA San Diego County	Fair Housing and Tenant-Landlord Education	\$ 35,000.00	\$ 35,000.00	\$ 35,500.00
Planning & Admin Total:		\$ 157,757.40	\$ 157,757.40	\$ 158,524.00
CDBG Total:		\$ 978,751.40	\$ 929,860.84	\$ 842,963.96

**HOME Investment Partnerships (HOME) Program**

Project Funds Available: \$535,540.99

Applicant Name	Program Name	Funding Request	FY 2021 Staff Recommendation	FY 2020 Allocation
National City Housing Authority Sponsoring Springboard, CDFI	First-Time Homebuyer Program	\$ 299,600.00	\$ -	\$ 364,245.85
National City Housing Authority Sponsoring South Bay Community Services	Tenant Based Rental Assistance Program	\$ 299,600.00	\$ 446,940.99	\$ 364,245.85
National City Housing Authority Sponsoring San Diego Habitat for Humanity	San Diego Habitat for Humanity Homeownership Project at 405-419 W. 18th St., National City	\$ 88,600.00	\$ 88,600.00	\$ 101,310.45
Total:		\$ 388,200.00	\$ 535,540.99	\$ 465,556.30

Planning & Administration Funds Available: \$50,120.89

Applicant Name	Program Name	Funding Request	FY 2021 Staff Recommendation	FY 2020 Allocation
National City Housing Authority	HOME Program Administration	\$ 50,120.89	\$ 50,120.89	\$ 45,931.53
HOME Total:		\$ 438,320.89	\$ 585,661.88	\$ 511,487.83

City of National City  
 April 7, 2020  
 Staff Report



**PUBLIC NOTICE**  
**CITY OF NATIONAL CITY**

**FIRST PUBLIC HEARING FOR THE DRAFT HUD PROGRAM YEAR 2020-2024  
 CONSOLIDATED PLAN AND PROGRAM YEAR 2020 ACTION PLAN AND 30 DAY PUBLIC  
 REVIEW AND COMMENT PERIOD AND PUBLIC HEARING FOR THE  
 CITIZEN AND COMMUNITY PARTICIPATION PLAN**

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit a Citizen and Community Participation Plan (CCPP), a Five Year Consolidated Plan and an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD).

The Five Year Consolidated Plan for HUD Program Years (PY) 2020-2024 outlines the City's housing and non-housing community development needs and priorities over the next five years. The Action Plan for PY 2020 outlines how the City intends to spend \$788,787.00 in federal Community Development Block Grant (CDBG) and \$356,620.00 in HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will reprogram \$30,896.95 in program income and \$110,176.89 remaining from previously completed projects for CDBG as well as reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects.

The CCPP is a description of the City's policies and procedures for public involvement in the development of the Five-Year Consolidated Plan and its component Annual Action Plans, amendments to these plans, the public review process for the CAPER, and the Analysis to Impediments of Fair Housing to the U.S. Department of Housing and Urban Development (HUD). A 30 day review of the Draft CCPP will be available for public comment March 31 to April 30, 2020.

Notice is hereby given that the City Council of the City of National City will hold the first of two Public Hearings for the HUD PY 2020-2024 Consolidated Plan and PY 2020 Action Plan on Tuesday, April 7, 2020 at 6:00 p.m. The purpose of the Public Hearing is provide the opportunity for public comment on the needs and priorities identified for the Draft HUD PY 2020-2024 Consolidated Plan and on City Council's recommendations for funding of the CDBG and HOME Program activities for HUD PY 2020 Action Plan.

Public participation is an essential part in the development of the Five-Year Consolidated and Annual Action Plan. Due to the COVID-19 global pandemic interested persons and community groups are invited to view both Public Hearings live via web-cast at: [www.nationalcityca.gov](http://www.nationalcityca.gov). In order to provide an opportunity for public comment at this meeting, comments may be submitted via e-mail to: [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov). E-mails that are received by 4:30 p.m. will be distributed to the City Council prior to the meeting. You must reference the Plan you are commenting on. For more information regarding this process, please contact the National City Housing Authority at (619) 336-4219. Hearing impaired persons please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

City of National City  
April 7, 2020  
Staff Report

On May 5, 2020 a Public Hearing will be held for the CCPP and a second and Public Hearing for the Five Year Consolidated Plan and Action Plan at the regularly scheduled City Council meeting to review public comments received during a 30-day public review period (March 31 through April 30, 2020) of the Draft CCPP, and Draft HUD PY 2020-2024 Consolidated Plan and PY 2020 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding those Plans and the proposed PY 2020 CDBG and HOME Program funding recommendations.

The draft Citizen and Community Participation Plan, Consolidated Plan, and PY 2020 Annual Action Plan is available for review on the City's website [www.nationalcityca.gov/cdbg-home](http://www.nationalcityca.gov/cdbg-home). In order to provide an opportunity for public comment during the 30 day review period of these plans you must submit comments referencing the Plan via e-mail to: [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov).

Brad Raulston, City Manager  
City of National City  
March 23, 2020

**To: Lorraine Kindred, National Community Renaissance**  
**From: Banner Public Affairs**  
**Date: March 27, 2020**  
**Re: Housing Provisions in the CARES Act, Phase 3 Stimulus Package**

On March 25, the United States Senate passed the [Coronavirus Aid, Relief, and Economic Security \(CARES\) Act](#), by a unanimous vote of 96-0. The package includes \$2.2 trillion to aid in the relief and recovery for individuals, families, states and localities, small businesses, corporations, and the health care industry. The bill is expected to pass the House on Friday, March 27, and be signed into law by the President.

The stimulus package includes **\$12.4 billion** in resources directed to the Department of Housing and Urban Development (HUD), to provide relief to those impacted by the COVID-19 pandemic. We expect HUD will release guidance and regulations related to participation in programs provided in the CARES Act over the coming weeks. Below, we have compiled an overview of these provisions with brief summaries:

**Community Development Block Grant (CDBG)** – Provides **\$5 billion** for a program with reach into states, counties, and cities to provide a resources to combat the impact of COVID-19 and respond to the economic and housing impacts including expansion of community health facilities, senior citizens, the homeless, child care, and food banks. Of the total, \$2 billion is allocated to state and local governments for CDBG formula funding, \$2 billion to states and localities base on the prevalence and risk of COVID-19 and economic and housing disruptions related to the disease, and \$1 billion to states in entitlement and non-entitlement communities. Funding will be distributed using formula.

**Homeless Assistance Grants** – The bill provides **\$4 billion** for state and local governments to address the impact of COVID-19 on individuals and families among the homeless population. These grant funds will provide targeted assistance to help contain the spread of the virus among homeless individuals. The language also provides funding for states and localities to help prevent homelessness for individuals and families who may become homeless due to COVID-19's impact.

**Tenant-Based Rental Assistance** – The bill provides **\$1.25 billion** to preserve and protect Section 8 voucher rental assistance for seniors, the disabled, and low-income working families, who will experience loss of income from the coronavirus.

**Project-Based Rental Assistance** – The bill provides **\$1 billion** in additional funding to allow for the continuation of the housing assistance contracts and make up for reduced or lost tenant payments as a result of COVID-19. This housing assistance is directed to prevent low-income families and individuals from being at risk of homelessness.

**Public Housing Operating Fund** – The bill provides **\$685 million** for Public Housing Agencies for operating assistance to cover for reduced rent payments and help fight the spread of COVID-19 in public housing.

**Native American Housing Programs** – The bill provides **\$300 million** to be used to prevent homelessness due to lost income from the coronavirus, as well as to contain the spread of coronavirus on tribal lands.

**Housing Opportunities for Person with Aids (HOPWA)** – The bill provides **\$65 million** HOPWA grants to states, communities, and nonprofits for the housing needs of people living with HIV/AIDS.

**Section 202 Housing for the Elderly** – The bill provides **\$50 million** to maintain housing stability and services for low-income seniors.

**Section 811 Housing for Persons with Disabilities** – The bill offers **\$15 million** in additional funding will cover reduced tenant payments as a result of coronavirus.



The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution regarding a Conditional Use Permit \(CUP\) for a new bar \(Paradise VYBZ\) to be located at 309 Highland Avenue and waiver of City Council Policy No. 707 conditions 14 and 15. \(Applicant: Jean Dumont\) \(Case File No. 2020-02 CUP\) \(Planning\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** | April 7, 2020 |

**AGENDA ITEM NO.** |

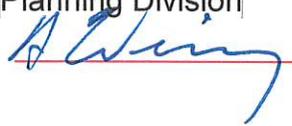
**ITEM TITLE:**

Public Hearing and adoption of a Resolution regarding a Conditional Use Permit (CUP) for a new bar (Paradise VYBZ) to be located at 309 Highland Ave. and waiver of City Council Policy No. 707 conditions 14 and 15. (Applicant: Jean Dumont) (Case File No. 2020-02 CUP)

**PREPARED BY:** Chris Stanley *Mc Fra:*

**DEPARTMENT:** | Planning Division |

**PHONE:** | 619-336-4381 |

**APPROVED BY:** 

**EXPLANATION:**

The applicant is applying for a CUP for a bar and live entertainment to be located at 309 Highland Ave. with proposed alcohol sales hours of 2 p.m. to 12 a.m. daily.

The Planning Commission conducted a public hearing on March 2, 2020. Commissioners asked questions regarding noise, the sale of food, and security. The Commission voted to approve the CUP based on required findings and subject to Conditions of Approval. Included in the motion to approve was a recommendation to waive City Council Policy 707 conditions 14 and 15 related to the sale of food.

The attached background report describes the project in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project per the California Environmental Quality Act as defined in Section 15378.

**ORDINANCE:**   **INTRODUCTION:**    **FINAL ADOPTION:**

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the CUP with the waiver of City Council Policy No. 707 conditions of approval 14 and 15.

**Vote:**

Ayes: Natividad, Garcia, Flores, Sendt   Noes: Yamane, DelaPaz   Absent: Baca

**ATTACHMENTS:**

- |                           |                                                     |
|---------------------------|-----------------------------------------------------|
| 1. Background Report      | 7. City Council Policy 707                          |
| 2. Recommended Findings   | 8. Census Tract & Beat Maps                         |
| 3. Recommended Conditions | 9. Community Meeting Information                    |
| 4. Overhead               | 10. Department Comments                             |
| 5. Applicant's Plans      | 11. Planning Commission Staff Report and Resolution |
| 6. Public Hearing Notice  | 12. Resolution                                      |

## BACKGROUND REPORT

### Executive Summary

The business has applied for a Conditional Use Permit (CUP) to operate a bar (Paradise VYBZ) for the on-site sale of beer and wine and, Alcoholic Beverage Control (ABC) Type 42 license. The proposed hours of operation by the applicant, were originally 2 p.m. to 2 a.m. daily, although Planning Commission reduced the requested hours. The applicant is also proposing live entertainment in the form of a DJ, which also requires a CUP.

### History

The Planning Commission conducted a public hearing on March 2, 2020. Commissioners asked questions regarding noise, the sale of food, and security. The Commission voted to approve the CUP based on required findings and subject to Conditions of Approval, with a closing time of midnight and a new condition requiring the applicant to allow food purchased off-site to be consumed at the business. They also made a recommendation to the City Council that certain City Council Policy 707 conditions be waived (see discussion below).

### Site Characteristics

The project location is an existing 1,600 square-foot retail space on the ground floor of a two story mixed-use building. The second story consists of two residential units. Commercial businesses are located north and south of the subject property and west across Highland Ave.; farther west, northeast, and southeast is single family residential; farther east is multi-family residential.

### Proposed Use

The applicant is proposing to operate a bar for the on-site sale of beer and wine (Type 42). The floor plan provided with this application shows seven tables and a counter with 20 chairs. The proposed operation hours are from 2 p.m. to 2 a.m. daily. The applicant is proposing live entertainment in the form of a DJ that will perform on a raised platform in the rear, southeastern corner of the suite.

### Analysis

Alcohol and live entertainment section 18.30.050 of the Land Use Code (LUC) allows for the sale of alcoholic beverages and live entertainment with an approved CUP. A single entertainer performing musical work is permitted, but additional entertainers, dancing, audience participation, karaoke, or other live entertainment requires an

ATTACHMENT 1

approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 525 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held on Saturday, January 18, 2020 at 12 p.m. at the subject site. The meeting advertisement is attached (Attachment 8). There were no community members in attendance. According to the applicant, the same 525 occupants and owners that were notified of the Planning Commission meeting were notified of the community meeting.

Distance Requirements - The LUC states that a business shall not be located within 660 feet of any public school. The closest public school is Central Elementary School, approximately 1,800 feet away.

Alcohol Sales Concentration/Location - Per ABC, there are currently two on-sale licenses in this census tract (118.02) where a maximum of eight are recommended. For reference, the alcohol outlets in the census tract are:

Name	Address	License Type*	CUP
Cabo Wabo Grill	831 E. 8 <sup>th</sup> St.	40	N
Mariscos El Tiburon	543 Highland Ave.	41	Y

\* Type 40 – On-Sale Beer

\* Type 41 – On-Sale Beer and Wine for Bona Fide Public Eating Place

### General Plan

With the property being a mixed-use structure, with commercial on the ground level and residential on the second story, the potential impacts of amplified live entertainment must be addressed. Policy LU 3.7 limits the impacts from industrial or mixed-uses by establishing performance standards to regulate noise, glare, vibrations, odor, lighting, air pollution, and other potential disturbances. A condition regarding compliance with noise standards is attached.

### Police Department

Based on a Risk Assessment provided by the Police Department, Paradise VYBZ has a risk factor of 16 points, which is a medium risk (13-18 points) out of 24. Each category has a maximum of three points possible. Paradise VYBZ received three points for type of

business (bar/night club), three points for hours of operation (closing after 11 pm), three points for entertainment (dancing/live music), and three points for crime rate (high).

#### Institute for Public Strategies (IPS)

IPS provided comments from nearby businesses; while no specific number of businesses were mentioned, or named, the ones interviewed by IPS were in opposition to the bar. IPS also provided considerations for if the CUP is approved: "high risk businesses", such as hookah lounges and bars can increase crime activity (Attachment 9); they also provide secondhand smoke health concerns.

#### Required Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

A condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially

injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

There are conditions limiting the hours of operation, noise, and requiring security for the establishment.

6. The proposed project has been reviewed in compliance with the CEQA.

Per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.

The following two conditions are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case, the applicant is proposing the bar as a craft beer and wine tavern in order to attract a specific market that is new to National City.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Conditions of Approval

The Planning Division is requiring that the doors remain closed at all times due to potential noise impacts. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code. In addition, standard Conditions of Approval have been included with this permit, as well as conditions specific to on-site alcohol sales per Council policy 707 (hours of operation, employee training, accessory sales, etc.). All conditions contained in Council policy 707 are typically required for new alcohol CUPs. However, the policy is geared towards retail food establishments that serve alcohol rather than bars. This is due to the City focusing on alcohol as an accessory use, rather than a primary use, due to historic problems associated with bars in the City in previous years. Therefore, certain policy conditions would need to be waived in order to approve this CUP.

Only the City Council may waive a policy condition, although it would be pertinent for the Planning Commission to make a recommendation one way or the other in the case of a waiver request. In order for the Council to waive or modify a condition, they would need to hold another public hearing after the Planning Commission makes its decision.

The applicant is requesting the waiver of conditions 14 and 15 contained in City Council Policy 707 (recommended Conditions of Approval 8 & 9):

- The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
- Alcohol shall be available only in conjunction with the purchase of food.

The reason for the request is because alcohol sales and consumption would be the only function of the business. Therefore, there would be no sales of food, as stated in the condition. The Planning Commission was amenable to the waiver of the policy conditions and made the waiver recommendation as part of their motion to approve. Previous CUP approvals Novo Brazil, Embarcadero Brewing, and Over the Tap were granted waivers of the same two conditions.

Discussion at the Planning Commission and City Council hearings for Novo Brazil and Embarcadero Brewing included traditional concerns related to alcohol-related impacts (over-consumption, public nuisance, etc.). However, it was understood that the nature of craft beer tasting rooms was counter to traditional bars or clubs, that they catered to a different clientele (e.g. craft beer connoisseurs), and was generally more expensive, thus offsetting any potential issues.

Over the Tap was approved with the intent to cater to the craft beer market, which has been supported by the City through recent policies involving brewery tasting rooms. However the establishment is not be limited to any type of alcoholic beverage other than "beer and wine", nor would it be appropriate to limit as such. Therefore, there is no guarantee that the establishment will not become a standard bar.

Paradise VYBZ does differ from Over the Tap in the fact that the applicant is proposing live entertainment (DJ). The Planning Commission also added a condition requiring the applicant to allow outside food into the establishment.

#### Summary

The proposed beer and wine bar meets all of the requirements of the Zoning Ordinance due to alcohol sales for on-site consumption being a conditionally-allowed use in the

Minor Mixed-Use Corridor zone. Further, the bar is consistent with the General Plan as there is a policy (LU 3.7), that sets standards to regulate noise; the Zoning Ordinance also regulates noise per Table III of Title 12 (Noise). The addition of alcohol sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Conditions of approval are intended to offset potential impacts which may result from operation of the business. The proposed hours of operation are from 2 p.m. to 12 a.m. daily. Live entertainment is proposed with this CUP in the form of a DJ.

### Options

The options available to the City Council are as follows:

1. Approve the item subject to the attached recommended findings and conditions of approval with the waiver of conditions (specific changes or omissions should be stated in the motion); or
2. Approve the item subject to the attached recommended findings and conditions of approval without the waiver of conditions; or
3. Deny the item subject to findings to be made by the City Council; or,
4. Continue the item in order to request additional information.

## RECOMMENDED FINDINGS FOR APPROVAL

2020-02 CUP – 309 Highland Ave.

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because a condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because there are conditions limiting the hours of operation, noise, and requiring security for the establishment.
6. The proposed project has been reviewed in compliance with the CEQA because per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.
7. The proposed use is deemed essential and desirable to the public convenience or necessity because the applicant is proposing the bar as a craft beer and wine tavern in order to attract a specific market that is new to National City.

ATTACHMENT 2

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**RECOMMENDED FINDINGS FOR DENIAL**

2020-02 CUP – 309 Highland Ave.

1. The proposed use has the potential to cause noise impacts at late hours, which is inconsistent with General Plan Policy LU 3.7 in relation to noise standards in mixed-use zones.
2. The design, location, and operating characteristics of the proposed activity are incompatible with the existing and future land uses in the vicinity because the proposed hours of operation being until 2 a.m. daily and live amplified music could create a noise concern for existing and future residents of the second story residential units.
3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located due to potential noise impacts to the residential uses on the second floor of the property as well as the potential increase in crime.

## RECOMMENDED CONDITIONS OF APPROVAL

2020-02 CUP – 309 Highland Ave.

### General

1. This Conditional Use Permit authorizes a bar for the on-site sale of beer and wine at 309 Highland Ave. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

### Planning

6. The bar, including live entertainment, shall be permitted only between the hours of 2 p.m. to 12 a.m. daily.
7. The project shall have all necessary federal, state, or county permits prior to the opening of the business.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to

ATTACHMENT 3

examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential (waiver request).

9. Alcohol shall be available only in conjunction with the purchase of food (waiver request).
10. Patrons of the establishment shall be permitted to bring in outside food for consumption within the business, subject to the discretion (related to the manner in which food is consumed) of the proprietor.
11. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies
12. All doors shall remain closed at all times due to the potential noise impacts.
13. No person under the age of twenty-one years of age may enter the premises.
14. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
15. Security shall be provided by the establishment during live entertainment performances to assure that there are no disturbances.
16. The bar will need an approved business license and any issues from the Building and Neighborhood Services Divisions addressed before it can operate.

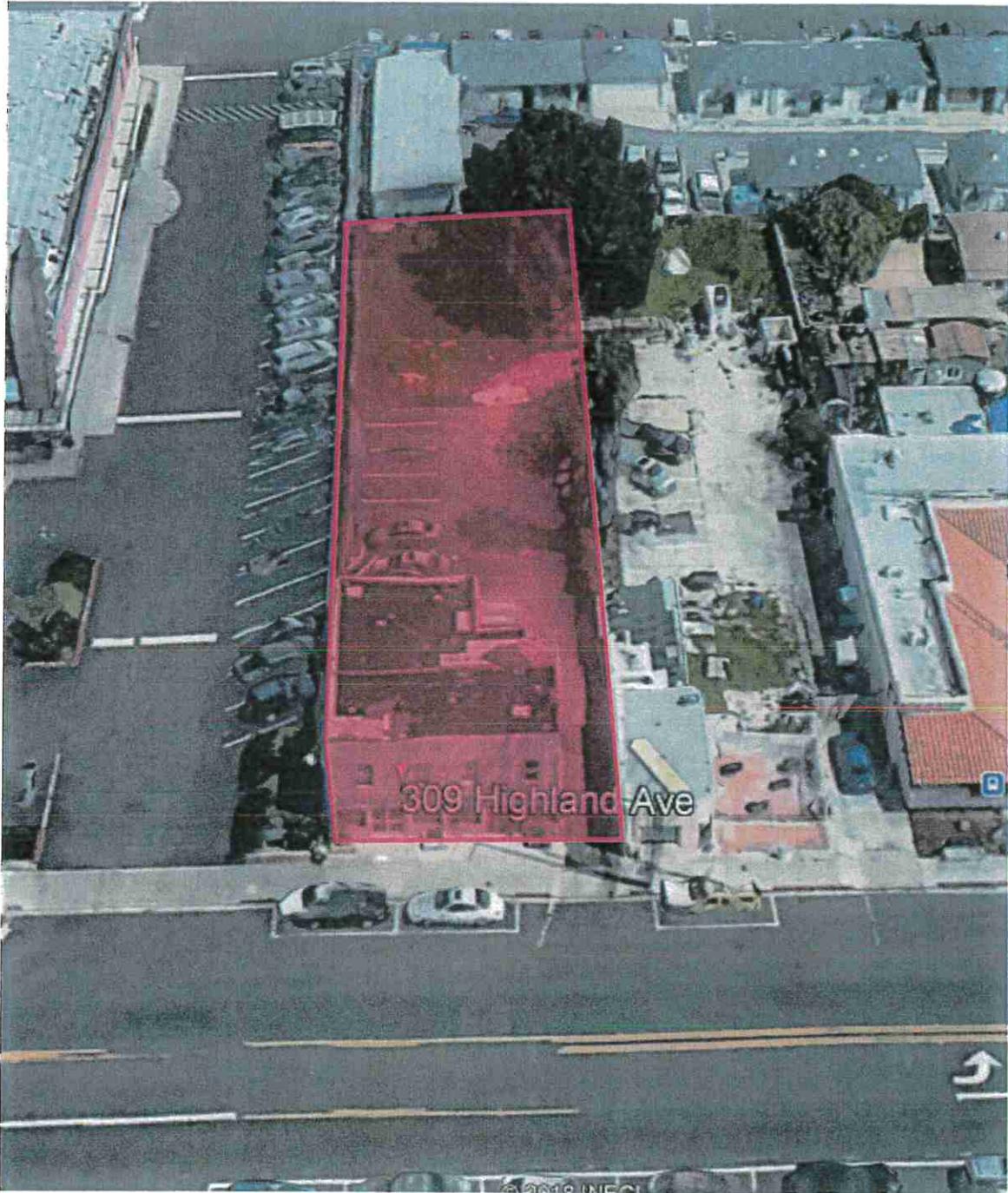
#### Fire

17. Project shall be designed to the current editions of NFPA, CFC and CCR.

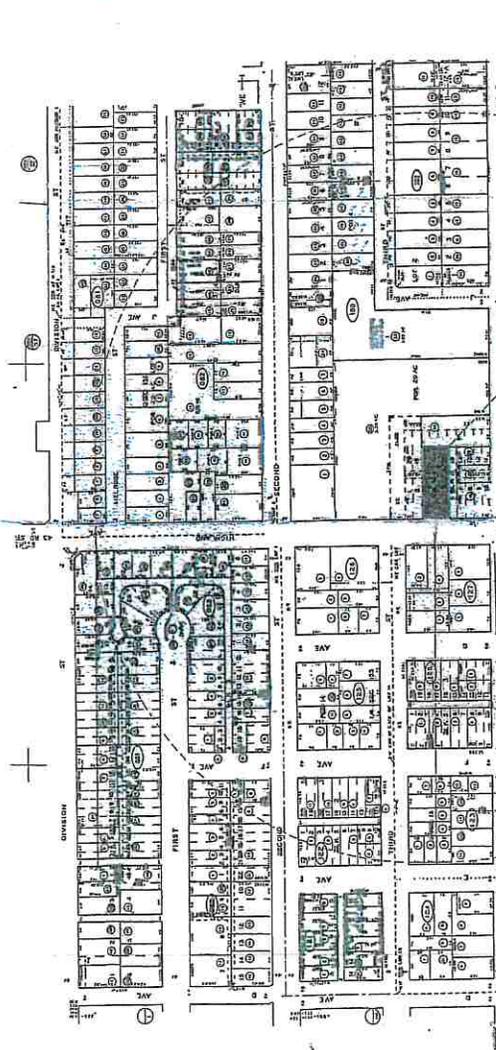
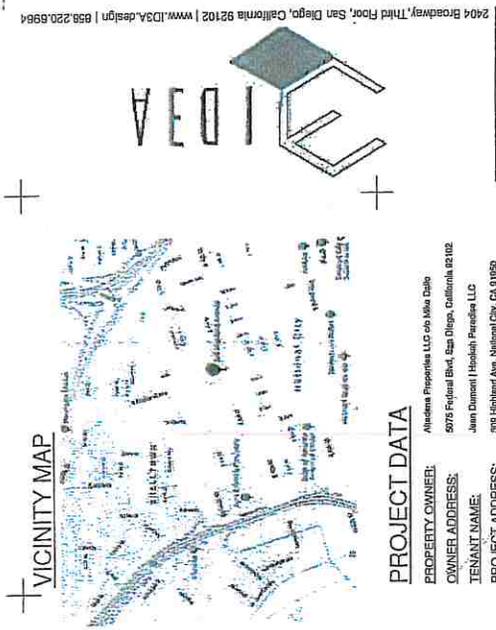
#### Building

18. Any non-permitted work will need an approved building permit and need to be finalized by all departments before the bar can operate.

2020-02 CUP - 309 Highland Ave. - Overhead



ATTACHMENT 4



2404 Broadway, Third Floor, San Diego, California 92102 | www.ID3A.design | 858.220.8564

HOOKAH PARADISE LLC  
 CONDITIONAL USE PERMIT ©  
 309 Highland Ave, National City, CA 91950

**PROJECT DATA**  
 PROPERTY OWNER: Alhadea Properties LLC c/o Mike Cade  
 5075 Federal Blvd, San Diego, California 92102  
 OWNER ADDRESS:  
 TENANT NAME: Jean Dumont / Hookah Paradise LLC  
 PROJECT ADDRESS: 309 Highland Ave, National City, CA 91950  
 A.P.N.: 550-100-10-00  
 LEGAL DESCRIPTION: 000988 BULK PLOTS 3x4'X10' IN ALLEY CUSD ADJACENT LOTS 17A/B/C/D/E  
 ARCHITECT: ARTURO OLIVO, AIA  
 Investigations & Development of Experimental Architecture (I.D.E.A.)  
 2404 Broadway, Third Floor, San Diego, CA 92102  
 C/T: (858)220-8564 / email: arturo@idea.design

**PROPERTY SUMMARY REPORT**  
 A.P.N.: 550-100-10-00  
 ADDRESS: 309 HIGHLAND AVE 11  
 NATIONAL CITY, CA 91950-1510  
 ZONE DESIGNATION: Zone MOC1 - Major Mixed Use Corridor (in accordance with Section 14.0200 of the City Code)  
 DISCRETIONARY PERMIT REQUIRED: Yes  
 1. A conditional use permit is required.  
 2. The proposed use is not listed in the City Code.  
 3. No alcohol or food may be sold or consumed on the premises.  
 4. The applicant shall obtain the age of twenty-one years of age may enter the premises unless that person is accompanied by his or her parent or legal guardian.

**EXHIBIT A**  
**CASE FILE NO.: 2020-03 Cup**  
**DATE: 9-24-19**

10,530 SF  
 2 Story Wood Framed



1" = 20'-0"



No.	Description	Date

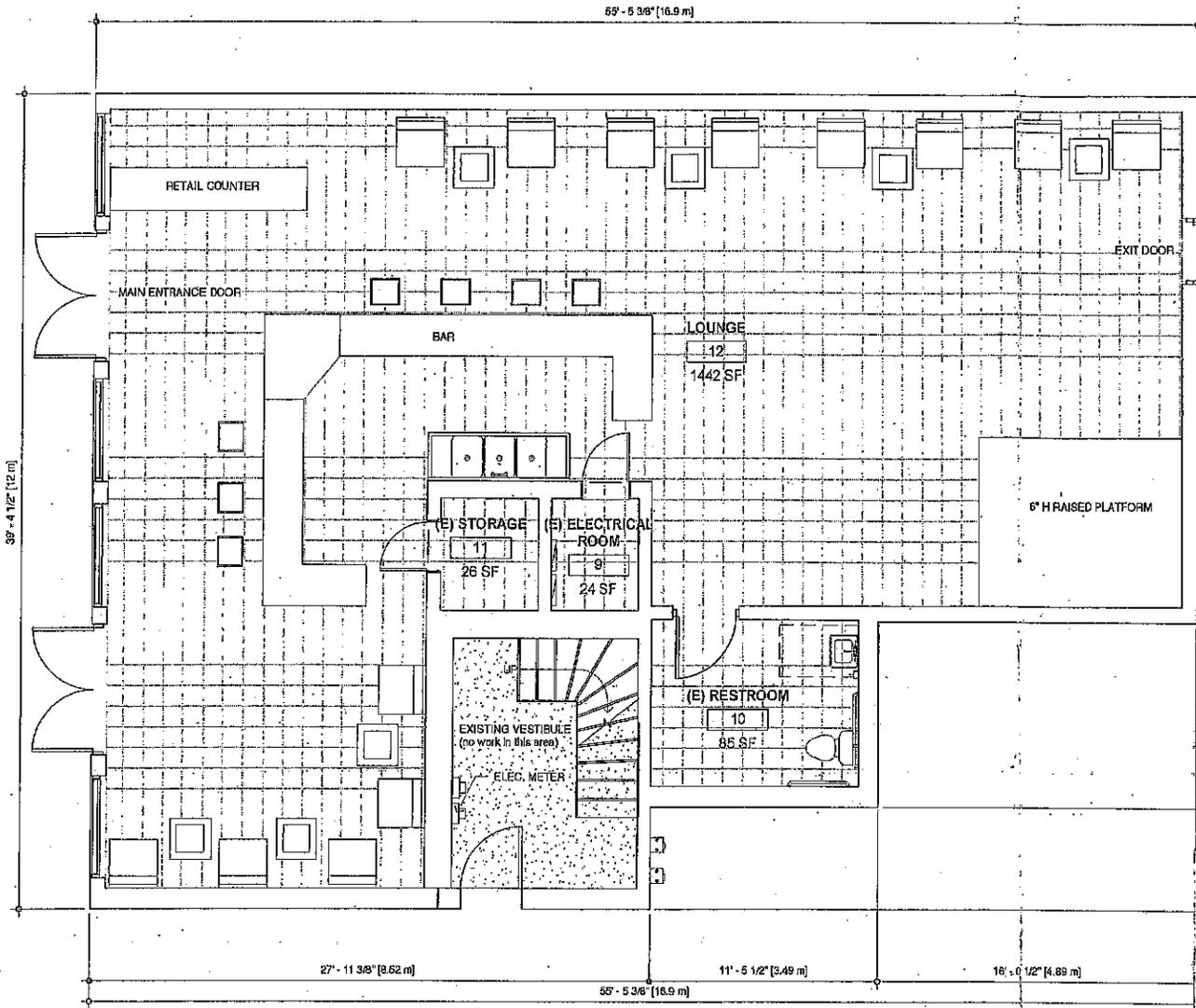
**SCOPE OF WORK**  
 CONDITIONAL USE PERMIT APPLICATION & TENANT IMPROVEMENT OF (E) BUSINESS USE SPACE FOR TOBACCO SPECIALTY PRODUCTS SALES AND CONSUMPTION - 1,804 SF

**SHEET INDEX**  
 Sheet Number: TS  
 Sheet Name: FLOOR PLAN & ELEVATION  
 A1.1

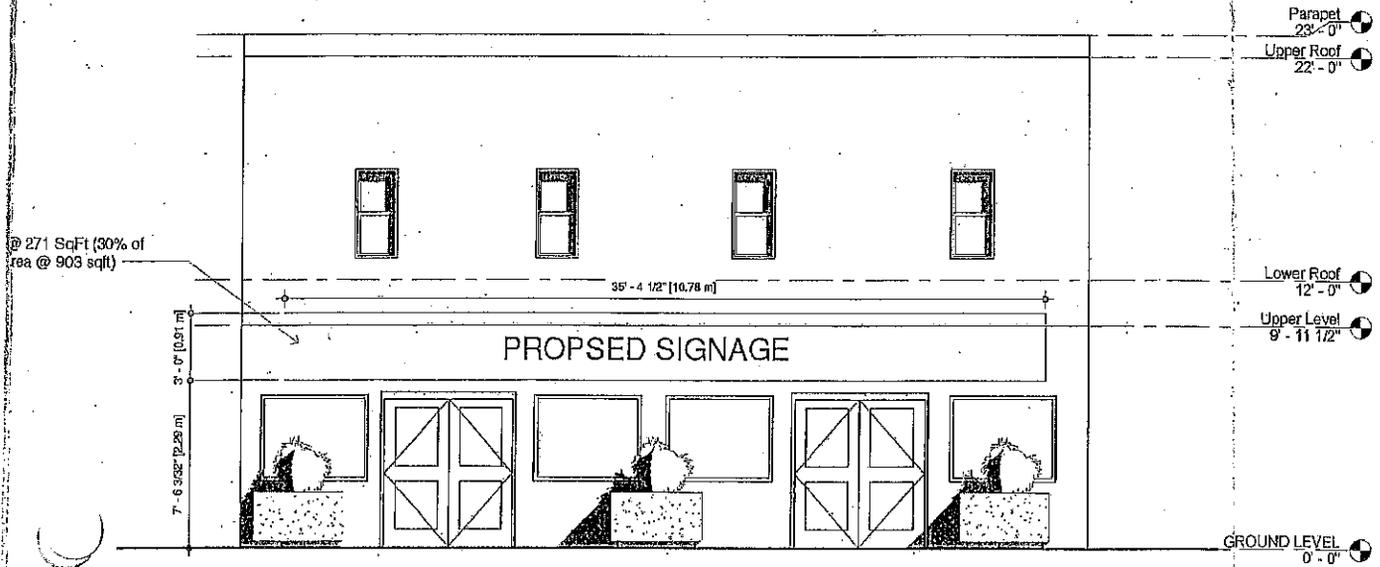
**TITLE SHEET**  
 Project number: 19-0524  
 Date: 09/26/19  
 Drawn by: CL  
 Checked by: AO

Scale: As Indicated

**ATTACHMENT 5**



① GROUND FLOOR CONSTRUCTION PLAN  
1/4" = 1'-0"



② West Elevation  
1/4" = 1'-0"



**CITY OF NATIONAL CITY  
Office of the City Clerk**

1243 National City Blvd., National City, California 91950-4397  
619-336-4228 phone  
Michael R. Dalla, CMC - City Clerk

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, April 7, 2020, to consider:

**A CONDITIONAL USE PERMIT FOR THE ON-SITE SALE OF  
BEER AND WINE AT A NEW BAR (PARADISE VYBZ) AND  
LIVE ENTERTAINMENT TO BE LOCATED AT  
309 HIGHLAND AVENUE**

The Planning Commission conducted a Public Hearing at their meeting of March 2, 2020, and voted to recommend approval of the Conditional Use Permit by a vote of 4 to 2, with one member absent.

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are **closed to the public**. Anyone interested in this Public Hearing may observe the City Council Meeting on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>. Information on how to register comments at the Public Hearing will be made available prior to the meeting.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

March 23, 2020

  
\_\_\_\_\_  
Michael R. Dalla, CMC  
City Clerk

ATTACHMENT 6

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR

REVISED: July 17, 2018

Page 1 of 5

## PURPOSE/BACKGROUND:

To streamline the process of alcohol license application review to ensure timely staff responses and/or protests to the Department of Alcoholic Beverage Control regarding these applications.

The City Municipal Code requires Conditional Use Permits for the sale of alcohol. Such land use regulation is designed to ensure that the health, safety and welfare of the community does not become negatively impacted. In order to minimize any potential adverse effects of alcohol sales for both on and off-site consumption, including public drunkenness, disorderly conduct, illegal sales or domestic violence, the City adopts conditions of approvals and enact policies designed to protect the public from such effects. The following sets forth the City Council's policy on the applicable alcohol standards for Conditional Use Permit applications for both on and off-sale alcohol sales, as well as the Department of Alcoholic Beverage Control application notification requirements.

## POLICY:

The Department of Alcoholic Beverage Control (ABC) sends copies of all alcoholic beverage license applications to the Police Department. The City has thirty days from the date of the ABC mailing to provide comments to the ABC. If no protests are received within that time period, the ABC issues the license.

The Police Department is responsible for ensuring that an appropriate Conditional Use Permit (CUP) exists for the applicant business. If such a CUP exists, the copy of the application is simply filed by the Police Department in the existing file with the notation that there were no objections to the issuance of the license. If it is a new (in the case of an "original" license application) or expanding business or one seeking a license to effect a premises transfer, and no CUP exists, the Police Department is responsible for sending a letter to the ABC protesting the issuance of the license until a CUP is issued by the City.

Whenever such a protest letter is sent to the ABC, that agency notifies the applicant that they must begin the process of obtaining a CUP with the City's Planning Division and that the issuance of the alcoholic beverage license will be delayed until such time as the protest is withdrawn.

ATTACHMENT 7

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: July 17, 2018

Page 2 of 5

Once a CUP has been issued, the Planning Division notifies the Police Department of that issuance and it is then the responsibility of the Police Department to notify the ABC that the protest is withdrawn.

The CUP application, approval and issuance process is such that it provides all the checks, balances and controls necessary to ensure that businesses seeking alcoholic beverage licenses are in compliance with local standards.

These conditions of approval shall apply to all new Conditional Use Permits (CUPs) for the sale of alcohol for on and/or off-site consumption and modifications of existing CUPs for such sales as specified by the preceding parenthetical references with each condition. These references specify to which type of alcohol CUP being applied for the conditions would apply to – on-sale (restaurant, bar, etc) or off-sale (market, grocery store, etc). Regulation of these conditions and allowances shall be enforced through the Conditional Use Permit process, specifically conditions of approval to read as follows:

1. **(off-sale alcohol)** The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
2. **(off-sale alcohol)** No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
3. **(off-sale alcohol)** No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
4. **(off-sale alcohol)** Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
5. **(off-sale alcohol)** The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
6. **(off-sale alcohol)** All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR

REVISED: July 17, 2018

Page 3 of 5

7. **(off-sale alcohol)** Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
8. **(off-sale alcohol)** The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit \_\_\_\_, Case File No. \_\_\_\_, dated \_\_\_\_.
9. **(off-sale alcohol)** Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
10. **(off-sale alcohol)** Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
11. **(off-sale alcohol)** Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
12. **(off-sale alcohol)** The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
13. **(on and off-sale alcohol)** All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part -

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards	POLICY NUMBER 707
ADOPTED: November 12, 1991	AMENDED OR REVISED: July 17, 2018
Page 4 of 5	
<p>- of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.</p> <p>14. <b>(on-sale alcohol)</b> The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.</p> <p>15. <b>(on-sale alcohol)</b> Alcohol shall be available only in conjunction with the purchase of food.</p> <p>16. <b>(on-sale alcohol with patio)</b> Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.</p> <p>17. <b>(tasting rooms)</b> The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.</p> <p>18. <b>(tasting rooms)</b> Sales of sealed bottles or containers (commonly known as growlers) for off-site consumption of the product manufactured by the master licensee may be sold and/or consumed at this location.</p> <p>19. <b>(tasting rooms)</b> Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.</p> <p>20. <b>(tasting rooms)</b> With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates or more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.</p>	

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

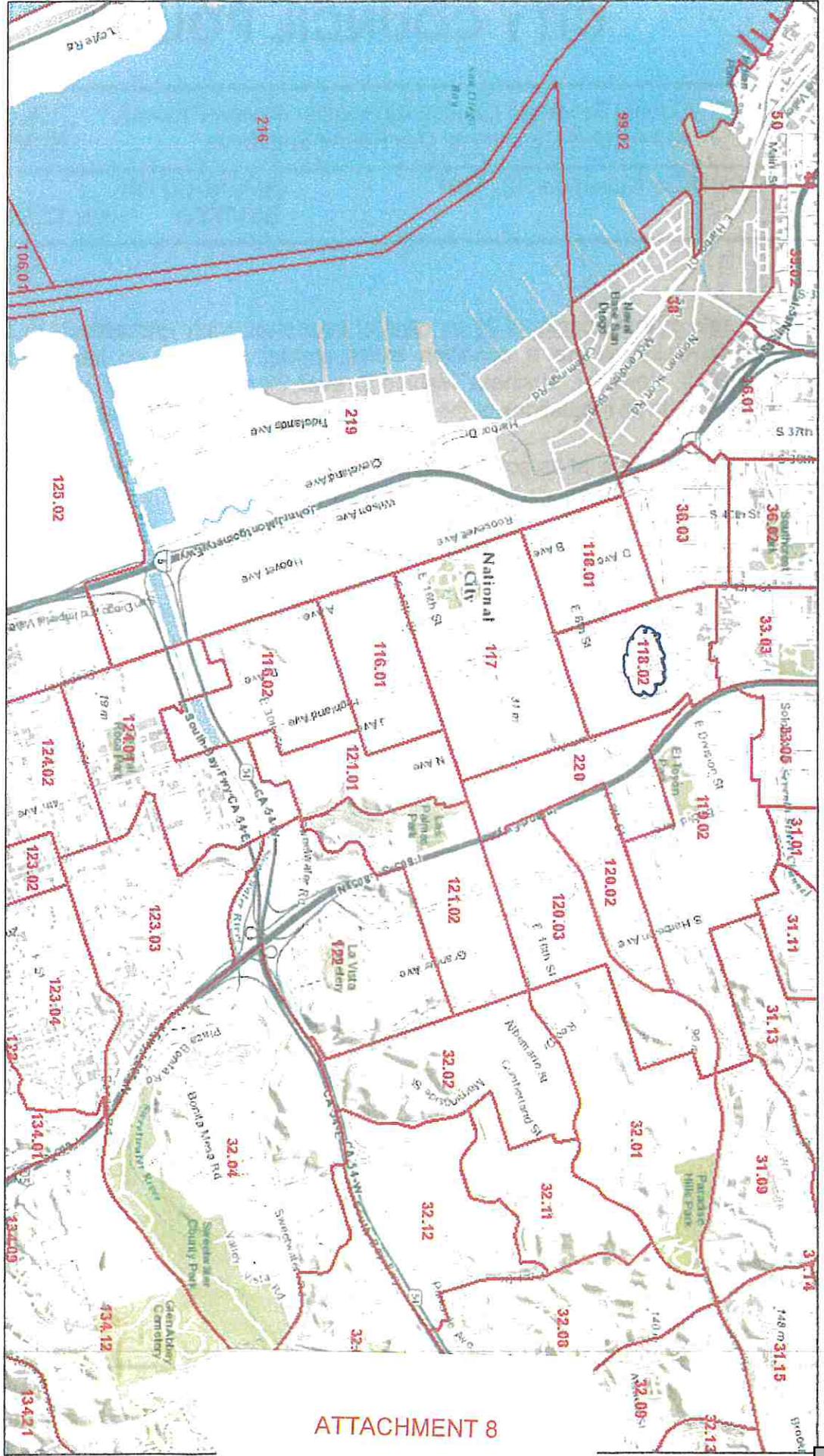
AMENDED OR  
REVISED: July 17, 2018

Page 5 of 5

The sale of three-packs of 24-oz cans of beer shall apply retroactively to all existing off-sale CUPs where a condition exists limiting sales to no less than six-pack quantities. However, business wishing to avail themselves of this modification must conform with all regulations of the Department of Alcoholic Beverage Control (ABC).

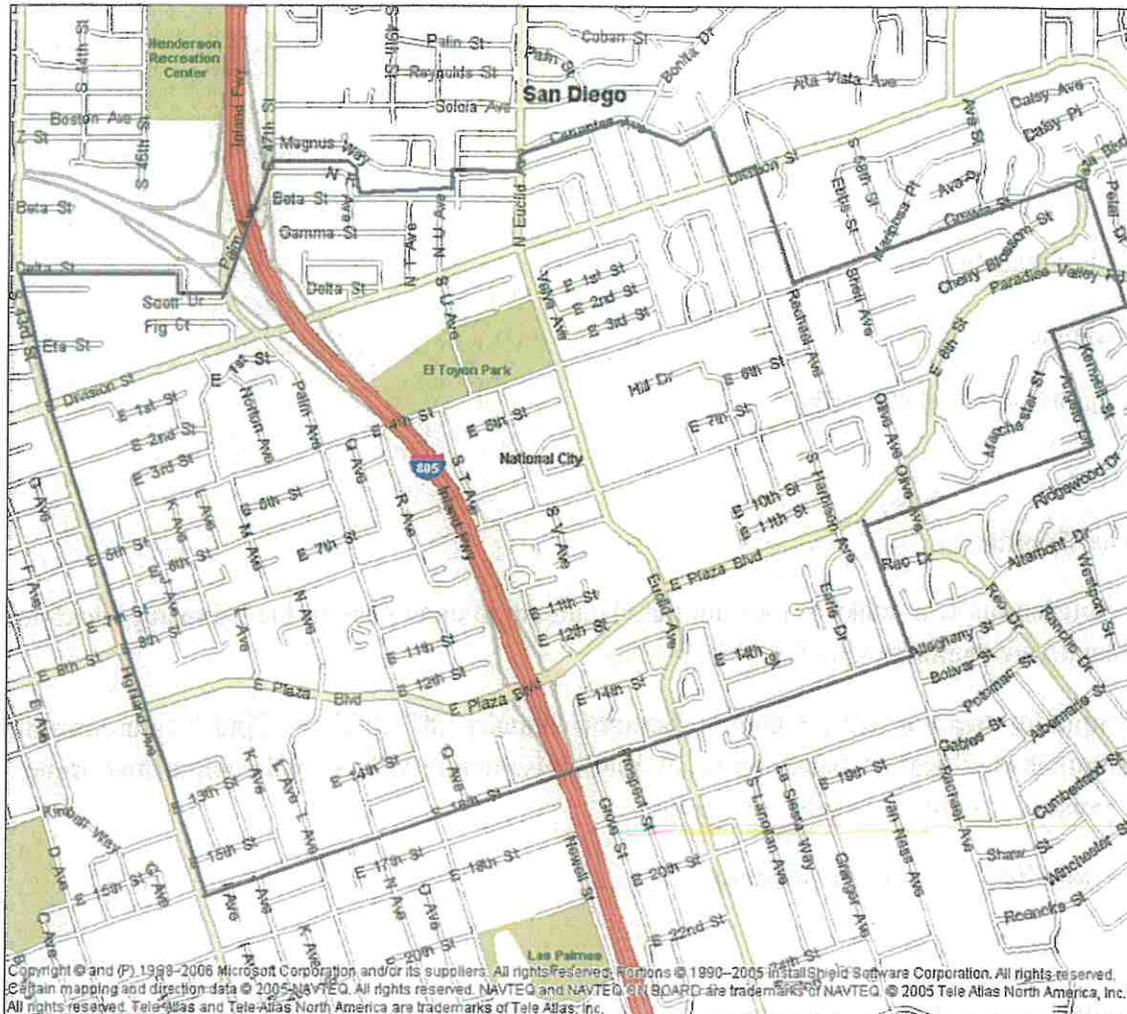
The Council may, at its sole discretion, choose to waive or modify any of the above conditions.

August 25, 2014  
 Census Tracts 2010



ATTACHMENT 8

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geoplace, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox India, © OpenStreetMap contributors, and the GIS User Community



## City of National City Beat 21

Source: Microsoft Mappoint  
NCPD CAU, 4/18/07

RECEIVED  
CITY CLERK

2020 JAN 16 A 10:30

CITY OF NATIONAL CITY

Hookah Paradise LLC  
309 Highland Ave  
National City CA 91950-1519

To Our Neighbors,

This notification is to make you aware that we intend to open a bar at the following location, 309 Highland Ave, National City CA 91950-1519.

A community meeting will be held on Saturday January 18<sup>th</sup>, 2020 at 12pm for our surrounding neighbors at the location listed above. A brief presentation will be made about this project and your presence would be greatly appreciated.

Thank you for your time and attention,

Hookah Paradise LLC

Jean Andre Dumont

Natalie Dumont

ATTACHMENT 9



VI. Calls for Service at Location (for previous 6 months)

- ✓ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk ( 12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) <b>Total Points</b> <u>16</u>
------------------------------------------------------------------------------------------------------------------

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

**Recommendation:**

---



---



---



---



---



---



---

Completed by: Sgt. W. Walters Badge ID: 398

## Environmental Scan for a National City CUP for Beer and Wine

### Paradise VYBZ

309 Highland Avenue, National City, CA 91950

February 3, 2020

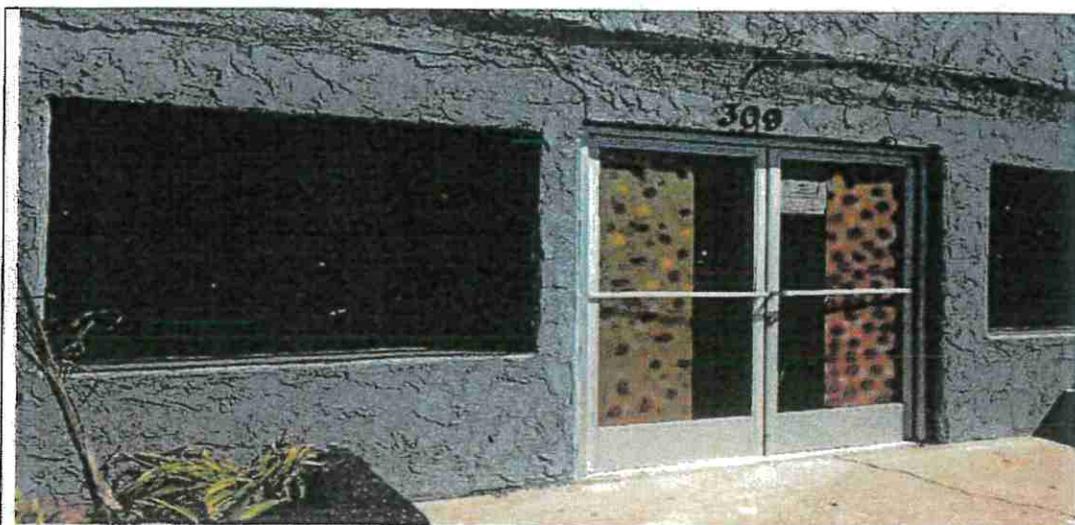


Photo of the proposed location for the Paradise VYBZ

An environmental scan was conducted on Monday, February 3, 2020 because Paradise VYBZ is applying for CUP for beer and wine to be sold at a bar for purchase and consumption on premises (Paradise VYBZ) located at 309 Highland Avenue, National City 91950.

The applicant is proposing a bar in a 1,600 square-foot commercial space in a minor mixed corridor zone. The proposed hours for the sale of operation hours are 2:00 p.m. to 2:00 a.m. daily with live entertainment. Their application does not specify whether food or beverages will be sold. There will be an estimated 3 employees per day.

During a scan of the business and premises, the following was noted:

- The business is located in a minor mixed-use corridor zone in close proximity to other local businesses, single-family residence and multi-housing units.

**Youth Sensitive Areas**

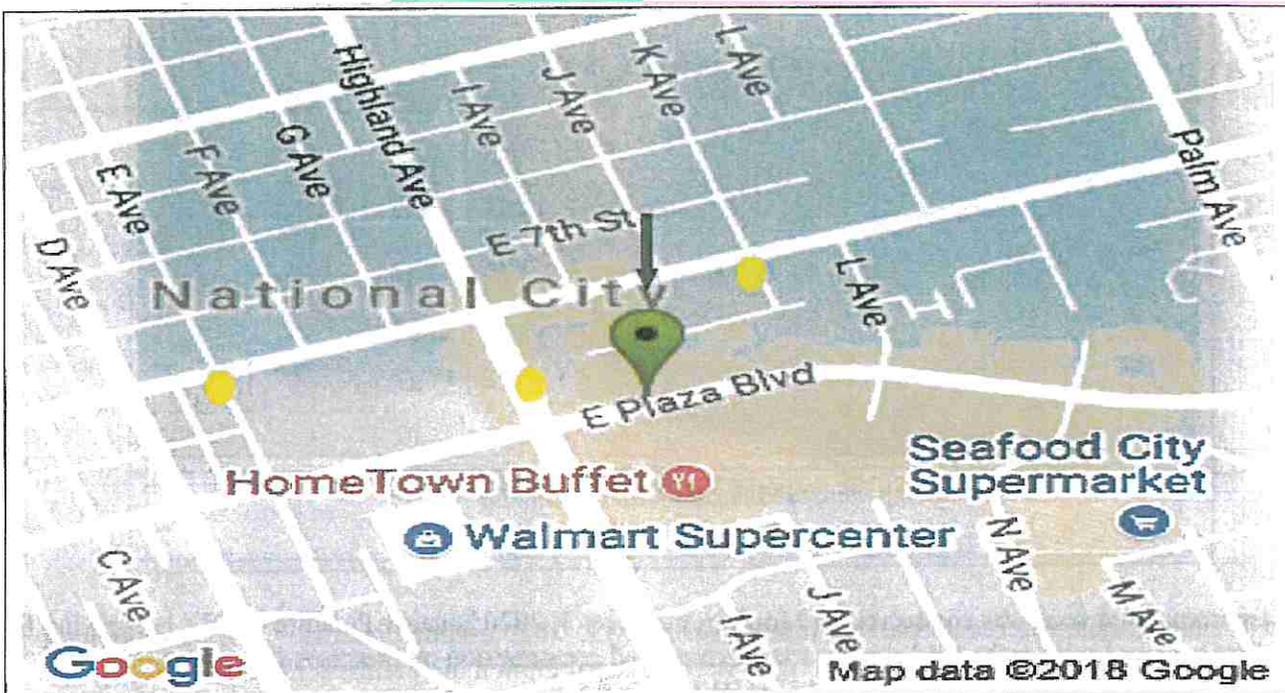
La Maestra Health Clinic

**Churches**

No nearby churches in the area.

**Outlet Density**

According to the ABC, three (3) on-sale licenses are authorized for Census Tract **0118.02**, which is the census track where 309 Highland Ave., National City is located.



Green Arrow and Green Pin depict the applicant's location: 309 Highland Avenue in National City. **Yellow Circles** depict existing alcohol outlets in the applicant's census tract as well as other nearby census tracts.

Map from ABC.CA.Gov Website Showing Alcohol Outlets in National City

**Census Tracts**

	Off-Sale	On-Sale
<b>Census Tract 0118.02</b> <i>Establishment is within this tract</i>	Allowed: (8) Actual: (5) Number Above/Below Allowable: <b>-3</b>	Allowed: (4) Actual: (2) Above/Below: <b>-2</b>

## Community Input

- I spoke with a business owner approximately 20 feet away and their concerns were:
  - Having the bar near their business and residence means they would be promoting poison.
  - Has the same concerns when this location was interested in having a Hookah bar.
  - The operating hours of that potential business will be very harmful
  - Business owner lives in the building, this would affect their family.
  - Feels that with the Birthday and special celebration parties they would have would bring loud music and would be very disturbing to their community.
- I also spoke with several other business owners and residents within 300 feet of the proposed bar. They are highly opposed to Paradise VBYZ getting a permit to conduct a bar at 309 Highland Avenue, National City 91950.

---

## Crime Rate

The crime rate is unknown for this location. A follow up request for this information from personnel within the City of National City Police Department, may result in obtaining the crime rate for this location.

## Considerations

The following are considerations if a CUP is issued:

1. Require that staff, management, and owner attend the In-Person LEAD Responsible Beverage Sales and Service training. Below is the Alcohol Beverage Control website for future trainings.  
<https://www.tracelead.abc.ca.gov/traceleadpublic/register/screens/AvailableClasses.aspx>
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that the restaurant always provide lunch and dinner and have hours of operation only between 2 p.m. and 12 a.m., daily.



Item no. **3**  
March 2, 2020

COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE ON-SITE SALE OF BEER AND WINE AND LIVE ENTERTAINMENT AT A NEW BAR (PARADISE VYBZ) LOCATED AT 309 HIGHLAND AVE.

Case File No.: 2020-02 CUP

Location: 309 Highland Ave.

Assessor’s Parcel Nos.: 556-180-18

Staff report by: Chris Stanley, Assistant Planner

Applicant: Jean Dumont

Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent use and zoning:

- North: Single-Family Residential and Commercial (Foodland) / MXC-1 and RS-2 (Small Lot Residential)
- East: Single-Family Residential, Commercial, and Multifamily Residential (Villa Real) / MXC-1, RS-2, and RM-2 (High Density Multi-Unit Residential)
- South: ~~Single-Family Residential and Commercial / MXC-1 and RS-2~~
- West: Single-Family Residential and Commercial across Highland Ave. / MXC-1 and RS-2

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approval

ATTACHMENT 11

Staff Recommendation

Staff recommends approval of the on-site sale of beer and wine and live entertainment at a new bar "Paradise VYBZ", subject to the attached recommended conditions and the operation hours of 2 p.m. to 12 a.m. daily. The sale of alcohol and live entertainment is conditionally allowed in the Minor Mixed-Use Corridor zone.

Executive Summary

The business has applied for a Conditional Use Permit (CUP) to operate a bar (Paradise VYBZ) for the on-site sale of beer and wine and, Alcoholic Beverage Control (ABC) Type 42 license. The proposed hours of operation by the applicant, are 2 p.m. to 2 a.m. daily. The applicant is also proposing live entertainment in the form of a DJ, which also requires a CUP.

Site Characteristics

The project location is an existing 1,600 square-foot retail space on the ground floor of a two story mixed-use building. The second story consists of two residential units. Commercial businesses are located north and south of the subject property and west across Highland Ave.; farther west, northeast, and southeast is single family residential; farther east is multi-family residential.

Proposed Use

The applicant is proposing to operate a bar for the on-site sale of beer and wine (Type 42). The floor plan provided with this application shows seven tables and a counter with 20 chairs. The proposed operation hours are from 2 p.m. to 2 a.m. daily. The applicant is proposing live entertainment in the form of a DJ that will perform on a raised platform in the rear, southeastern corner of the suite.

Analysis

Alcohol and live entertainment section 18.30.050 of the Land Use Code (LUC) allows for the sale of alcoholic beverages and live entertainment with an approved CUP. A single entertainer performing musical work is permitted, but additional entertainers, dancing, audience participation, karaoke, or other live entertainment requires an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 525 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held on Saturday, January 18, 2020 at 12 p.m. at the subject site. The meeting advertisement is attached (Attachment 7). There were no community members in attendance. According to the applicant, the same 525 occupants and owners that were notified of the Planning Commission meeting were notified of the community meeting.

Distance Requirements

The LUC states that a business shall not be located within 660 feet of any public school. The closest public school is Central Elementary School, approximately 1,800 feet away.

Alcohol Sales Concentration/Location - Per ABC, there are currently two on-sale licenses in this census tract (118.02) where a maximum of eight are recommended. For reference, the alcohol outlets in the census tract are:

Name	Address	License Type*	CUP
Cabo Wabo Grill	831 E. 8 <sup>th</sup> St.	40	N
Mariscos El Tiburon	543 Highland Ave.	41	Y

\* Type 40 – On-Sale Beer

\* Type 41 – On-Sale Beer and Wine for Bona Fide Public Eating Place

General Plan

With the property being a mixed-use structure, with commercial on the ground level and residential on the second story, the potential impacts of amplified live entertainment must be addressed. Policy LU 3.7 limits the impacts from industrial or mixed-uses by establishing performance standards to regulate noise, glare, vibrations, odor, lighting, air pollution, and other potential disturbances. A condition regarding compliance with noise standards is attached.

Police Department

Based on a Risk Assessment provided by the Police Department, Paradise VYBZ has a risk factor of 16 points, which is a medium risk (13-18 points) out of 24. Each

category has a maximum of three points possible. Paradise VYBZ received three points for type of business (bar/night club), three points for hours of operation (closing after 11 pm), three points for entertainment (dancing/live music), and three points for crime rate (high).

Institute for Public Strategies (IPS)

IPS provided comments from nearby businesses; while no specific number of businesses were mentioned, or named, the ones interviewed by IPS were in opposition to the bar. IPS also provided considerations for if the CUP is approved: "high risk businesses", such as hookah lounges and bars can increase crime activity (Attachment 9); they also provide secondhand smoke health concerns.

Required Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

A condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

There are conditions limiting the hours of operation, noise, and requiring security for the establishment.

6. The proposed project has been reviewed in compliance with the CEQA.

Per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.

#### Findings for Denial

1. The proposed use has the potential to cause noise impacts at late hours, which is inconsistent with General Plan Policy LU 3.7 in relation to noise standards in mixed-use zones.
2. The design, location, and operating characteristics of the proposed activity are incompatible with the existing and future land uses in the vicinity because the proposed hours of operation being until 2 a.m. daily and live amplified music could create a noise concern for existing and future residents of the second story residential units.
3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located due to potential noise impacts to the residential uses on the second floor of the property as well as the potential increase in crime.

Conditions of Approval

The Planning Division is requiring that the doors remain closed at all times due to potential noise impacts. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code. In addition, standard Conditions of Approval have been included with this permit, as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, accessory sales, etc.). All conditions contained in Council Policy 707 are typically required for new alcohol CUPs. However, the policy is geared towards retail food establishments that serve alcohol rather than bars. This is due to the City focusing on alcohol as an accessory use, rather than a primary use, due to historic problems associated with bars in the City in previous years. Therefore, certain policy conditions would need to be waived in order to approve this CUP.

Only the City Council may waive a policy condition, although it would be pertinent for the Planning Commission to make a recommendation in the case of a waiver request. In order for the Council to waive or modify a condition another public hearing would have to be held after the Planning Commission makes its decision.

The applicant is requesting the waiver of the following two conditions:

14. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.

15. Alcohol shall be available only in conjunction with the purchase of food.

The reason for the request is because alcohol sales and consumption would be the only function of the business. Therefore, there would be no sales of food, as stated in the condition. Novo Brazil, Embarcadero Brewing, and Over the Tap were granted waivers of the same two conditions.

Discussion at the Planning Commission and City Council hearings for Novo Brazil, Embarcadero Brewing, and Over the Tap included concerns related to alcohol-related impacts (over-consumption, public nuisance, etc.). However, it was understood that the nature of craft beer tasting rooms was counter to traditional bars or clubs, that they catered to a different clientele (e.g. craft beer connoisseurs), and were generally more expensive, thus offsetting any potential issues.

The business in question is not intended to cater to the craft beer market, which has been supported by the City through recent policies involving brewery tasting rooms. However, as stated above, Novo Brazil, Embarcadero Brewing, and Over the Tap were not limited to any type of alcoholic beverage other than "beer and wine", nor would it be appropriate to limit as such; therefore, there is no guarantee that they will not become a standard bar in the future.

#### Summary

The proposed beer and wine bar meets all of the requirements of the Zoning Ordinance due to alcohol sales for on-site consumption being a conditionally-allowed use in the Minor Mixed-Use Corridor zone. Further, the bar is consistent with the General Plan as there is a policy (LU 3.7), that sets standards to regulate noise; the Zoning Ordinance also regulates noise per Table III of Title 12 (Noise). The addition of alcohol sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Conditions of approval are intended to offset potential impacts which may result from operation of the business. The proposed hours of operation are from 2 p.m. to 2 a.m. daily. Live entertainment is proposed with this CUP in the form of a DJ. Staff is recommending approval based on the findings of this report.

Options

1. Approve 2020-02 CUP subject to conditions based on findings to be determined by the Planning Commission; or
2. Deny 2020-02 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019)
5. Public Hearing Notice (Sent to 525 property owners & occupants)
6. Census Tract & Police Beat Maps
7. Community Meeting Advertisement
8. City Council Policy 707
9. Police Department Comments
10. IPS Comments
11. Resolutions



CHRIS STANLEY  
Assistant Planner



ARMANDO VERGARA  
Director of Community Development

## **RECOMMENDED FINDINGS FOR APPROVAL**

2020-02 CUP – 309 Highland Ave.

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because a condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because there are conditions limiting the hours of operation, noise, and requiring security for the establishment.
6. The proposed project has been reviewed in compliance with the CEQA because per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.

**RECOMMENDED FINDINGS FOR DENIAL**

2020-02 CUP – 309 Highland Ave.

1. The proposed use has the potential to cause noise impacts at late hours, which is inconsistent with General Plan Policy LU 3.7 in relation to noise standards in mixed-use zones.
2. The design, location, and operating characteristics of the proposed activity are incompatible with the existing and future land uses in the vicinity because the proposed hours of operation being until 2 a.m. daily and live amplified music could create a noise concern for existing and future residents of the second story residential units.
3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located due to potential noise impacts to the residential uses on the second floor of the property as well as the potential increase in crime.

## RECOMMENDED CONDITIONS OF APPROVAL

2020-02 CUP – 309 Highland Ave.

### General

1. This Conditional Use Permit authorizes a bar for the on-site sale of beer and wine at 309 Highland Ave. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

### Planning

6. The bar, including live entertainment, shall be permitted only between the hours of 2 p.m. to 12 a.m. daily.
7. The project shall have all necessary federal, state, or county permits prior to the opening of the business.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to

examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential (waiver request).

9. Alcohol shall be available only in conjunction with the purchase of food (waiver request).
10. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies
11. All doors shall remain closed at all times due to the potential noise impacts.
12. No person under the age of twenty-one years of age may enter the premises.
13. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
14. Security shall be provided by the establishment during live entertainment performances to assure that there are no disturbances.
15. The bar will need an approved business license and any issues from the Building and Neighborhood Services Divisions addressed before it can operate.

#### Fire

16. Project shall be designed to the current editions of NFPA, CFC and CCR.

#### Building

17. Any non-permitted work will need an approved building permit and need to be finalized by all departments before the bar can operate.

RESOLUTION NO. 2020-02

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA  
APPROVING A CONDITIONAL USE PERMIT FOR THE ON-SITE SALE OF BEER  
AND WINE AT A BAR (PARADISE VYBZ) LOCATED AT 309 HIGHLAND AVE.  
CASE FILE NO. 2020-02 CUP  
APN: 556-180-18

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the on-site sale of beer and wine at a bar located at 309 Highland Ave. at a duly advertised public hearing held on March 2, 2020, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2020-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on March 2, 2020, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because a condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because there are conditions limiting the hours of operation, noise, and requiring security for the establishment.
6. The proposed project has been reviewed in compliance with the CEQA because per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.
7. The proposed use is deemed essential and desirable to the public convenience or necessity because the applicant is proposing the bar as a craft beer and wine tavern in order to attract a specific market that is new to National City.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

#### General

1. This Conditional Use Permit authorizes a bar for the on-site sale of beer and wine at 309 Highland Ave. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the

*Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

#### Planning

6. The bar, including live entertainment, shall be permitted only between the hours of 2 p.m. to 12 a.m. daily.
7. The project shall have all necessary federal, state, or county permits prior to the opening of the business.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential (waiver request).
9. Alcohol shall be available only in conjunction with the purchase of food (waiver request).
10. Patrons of the establishment shall be permitted to bring in outside food for consumption within the business, subject to the discretion (related to the manner in which food is consumed) of the proprietor.
11. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make

available a domestic violence training session as provided by the Institute of Public Strategies

12. All doors shall remain closed at all times due to the potential noise impacts.
13. No person under the age of twenty-one years of age may enter the premises.
14. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
15. Security shall be provided by the establishment during live entertainment performances to assure that there are no disturbances.
16. The bar will need an approved business license and any issues from the Building and Neighborhood Services Divisions addressed before it can operate.

#### Fire

17. Project shall be designed to the current editions of NFPA, CFC and CCR.

#### Building

18. Any non-permitted work will need an approved building permit and need to be finalized by all departments before the bar can operate.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of March 2, 2020, by the following vote:

AYES: Natividad, Flores, Sendt, Garcia

NAYS: Dela Paz, Yamane

ABSENT: Baca

ABSTAIN: None.



CHAIRPERSON

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR A NEW BAR AND LIVE  
ENTERTAINMENT (PARADISE VYBZ) TO BE LOCATED AT 309 HIGHLAND  
AVENUE AND WAIVER OF CITY COUNCIL POLICY NO. 707 CONDITIONS 14  
AND 15. CASE FILE NO. 2020-02 CUP APN: 556-180-18**

**WHEREAS**, the City Council of the City of National City considered a Conditional Use Permit for a new bar and live entertainment located at 309 Highland Avenue at a duly advertised Public Hearing held on April 7, 2020, at which time oral and documentary evidence was presented; and,

**WHEREAS**, at said Public Hearing the City Council considered the staff report contained in Case File No. 2020-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

**WHEREAS**, City Council Policy 707 requires that alcohol for on-site consumption only be sold in conjunction with the sale of food, and that annual alcohol sales not exceed the annual sales of food; and

**WHEREAS**, the applicant does not propose to sell food and has requested that Conditions of Approval numbers 8 and 9, which require alcohol to be accessory to food sales, be waived; and,

**WHEREAS**, only the City Council may, at its sole discretion, choose to waive or modify any of the conditions contained in City Council Policy 707.

**WHEREAS**, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised public hearing held on March 2, 2020, at which time the Commission recommended approval of the Conditional Use Permit; and,

**WHEREAS**, the Planning Commission, as part of their action, made a recommendation to the City Council that conditions 8 and 9 related to accessory alcohol sales be waived; and,

**WHEREAS**, this action is taken pursuant to all applicable procedures required by State law and City law; and,

**WHEREAS**, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

**Resolution No. 2020 –  
Page Two**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City, California, that the evidence presented to the City Council at the Public Hearing held on April 7, 2020, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because a condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because there are conditions limiting the hours of operation, noise, and requiring security for the establishment.
6. The proposed project has been reviewed in compliance with the CEQA because per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.

**Resolution No. 2020 –  
Page Three**

7. The proposed use is deemed essential and desirable to the public convenience or necessity because the applicant is proposing the bar as a craft beer and wine tavern in order to attract a specific market that is new to National City.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**BE IT FURTHER RESOLVED** that the application for Conditional Use Permit is approved subject to the following conditions:

**General**

1. This Conditional Use Permit authorizes a bar for the on-site sale of beer and wine at 309 Highland Ave. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

**Resolution No. 2020 –  
Page Four**

**Planning**

6. The bar, including live entertainment, shall be permitted only between the hours of 2 p.m. to 12 a.m. daily.
7. The project shall have all necessary federal, state, or county permits prior to the opening of the business.
8. Patrons of the establishment shall be permitted to bring in outside food for consumption within the business, subject to the discretion (related to the manner in which food is consumed) of the proprietor.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies
10. All doors shall remain closed at all times due to the potential noise impacts.
11. No person under the age of twenty-one years of age may enter the premises.
12. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
13. Security shall be provided by the establishment during live entertainment performances to assure that there are no disturbances.
14. The bar will need an approved business license and any issues from the Building and Neighborhood Services Divisions addressed before it can operate.
15. The proposed alcohol sales, service, and consumption shall abide by all applicable rules and regulations as stated by the California Department of Alcoholic Beverage Control (ABC). In the case that any of these conditions violate any laws, rules, or regulations administered by ABC, the laws, rules, or regulations shall govern.

**Fire**

16. Project shall be designed to the current editions of NFPA, CFC and CCR.

///  
///  
///

**Building**

17. Any non-permitted work will need an approved building permit and need to be finalized by all departments before the bar can operate.

**Police**

18. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR A NEW BAR AND LIVE  
ENTERTAINMENT (PARADISE VYBZ) TO BE LOCATED AT 309 HIGHLAND  
AVENUE WITH NO WAIVER OF CITY COUNCIL POLICY NO. 707 CONDITIONS 14  
AND 15. CASE FILE NO. 2020-02 CUP APN: 556-180-18**

**WHEREAS**, the City Council of the City of National City considered a Conditional Use Permit for a new bar and live entertainment located at 309 Highland Avenue at a duly advertised Public Hearing held on April 7, 2020, at which time oral and documentary evidence was presented; and,

**WHEREAS**, at said Public Hearing the City Council considered the staff report contained in Case File No. 2020-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

**WHEREAS**, City Council Policy 707 requires that alcohol for on-site consumption only be sold in conjunction with the sale of food, and that annual alcohol sales not exceed the annual sales of food; and

**WHEREAS**, the applicant does not propose to sell food and has requested that Conditions of Approval numbers 8 and 9, which require alcohol to be accessory to food sales, be waived; and,

**WHEREAS**, only the City Council may, at its sole discretion, choose to waive or modify any of the conditions contained in City Council Policy 707.

**WHEREAS**, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised Public Hearing held on March 2, 2020, at which time the Commission recommended approval of the Conditional Use Permit; and,

**WHEREAS**, the Planning Commission, as part of their action, made a recommendation to the City Council that conditions 8 and 9 related to accessory alcohol sales be waived; and,

**WHEREAS**, the City Council, as part of their action, chooses not waive City Council Policy 707 conditions 14 and 15; and,

**WHEREAS**, this action is taken pursuant to all applicable procedures required by State law and City law; and,

**Resolution No. 2020 –  
Page Two**

**WHEREAS**, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City, California, that the evidence presented to the City Council at the public hearing held on April 7, 2020, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages and live entertainment, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because a condition that addresses concerns with noise will ensure conformance with Land Use Policy 3.7 and further in Table III of Title 12 (Noise) of the National City Municipal Code.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the building is existing and not proposed to be expanded. Parking was recently added to the site to bring it into conformance.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the site recently completed tenant improvements that brought the structure up to code, an example being additional parking on the property and an enclosed trash enclosure.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because there are conditions limiting the hours of operation, noise, and requiring security for the establishment.
6. The proposed project has been reviewed in compliance with the CEQA because per Section 15378, the project is not considered a project under CEQA, as no development is proposed; there is no physical impact as a result of the project.

**Resolution No. 2020 –  
Page Three**

7. The proposed use is deemed essential and desirable to the public convenience or necessity because the applicant is proposing the bar as a craft beer and wine tavern in order to attract a specific market that is new to National City.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**BE IT FURTHER RESOLVED** that the application for Conditional Use Permit is approved subject to the following conditions:

**General**

1. This Conditional Use Permit authorizes a bar for the on-site sale of beer and wine at 309 Highland Ave. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-02 CUP, dated 9/24/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

**Planning**

6. The bar, including live entertainment, shall be permitted only between the hours of 2 p.m. to 12 a.m. daily.
7. The project shall have all necessary federal, state, or county permits prior to the opening of the business.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential (waiver request).
9. Alcohol shall be available only in conjunction with the purchase of food (waiver request).
10. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies
11. All doors shall remain closed at all times due to the potential noise impacts.
12. No person under the age of twenty-one years of age may enter the premises.
13. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
14. Security shall be provided by the establishment during live entertainment performances to assure that there are no disturbances.
15. The bar will need an approved business license and any issues from the Building and Neighborhood Services Divisions addressed before it can operate.
16. The proposed alcohol sales, service, and consumption shall abide by all applicable rules and regulations as stated by the California Department of Alcoholic Beverage

**Resolution No. 2020 –  
Page Five**

Control (ABC). In the case that any of these conditions violate any laws, rules, or regulations administered by ABC, the laws, rules, or regulations shall govern.

**Fire**

17. Project shall be designed to the current editions of NFPA, CFC and CCR.

**Building**

18. Any non-permitted work will need an approved building permit and need to be finalized by all departments before the bar can operate.

**Police**

19. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
DENYING A CONDITIONAL USE PERMIT FOR A NEW BAR AND LIVE  
ENTERTAINMENT (PARADISE VYBZ) TO BE LOCATED AT 309 HIGHLAND  
AVENUE. CASE FILE NO. 2020-02 CUP APN: 556-180-18**

**WHEREAS**, the City Council of the City of National City considered a Conditional Use Permit for a new bar and live entertainment located at 309 Highland Avenue at a duly advertised Public Hearing held on April 7, 2020, at which time oral and documentary evidence was presented; and,

**WHEREAS**, at said Public Hearing the City Council considered the staff report contained in Case File No. 2020-02 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

**WHEREAS**, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised Public Hearing held on March 2, 2020, at which time the Commission recommended approval of the Conditional Use Permit; and,

**WHEREAS**, the Planning Commission, as part of their action, made a recommendation to the City Council that conditions 8 and 9 related to accessory alcohol sales be waived; and,

**WHEREAS**, this action is taken pursuant to all applicable procedures required by State law and City law; and,

**WHEREAS**, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City, California, that the evidence presented to the City Council at the Public Hearing held on April 7, 2020, support the following findings:

1. The proposed use has the potential to cause noise impacts at late hours, which is inconsistent with General Plan Policy LU 3.7 in relation to noise standards in mixed-use zones.
2. The design, location, and operating characteristics of the proposed activity are incompatible with the existing and future land uses in the vicinity because the proposed hours of operation being until 2 a.m. daily and live amplified music could

**Resolution No. 2020 –  
Page Two**

create a noise concern for existing and future residents of the second story residential units.

3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located due to potential noise impacts to the residential uses on the second floor of the property as well as the potential increase in crime.
4. Based on findings 1 through 3 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 204 East 2nd Street. \(Applicant: Jerry Overbey\) \(Case File 2020-04 M\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

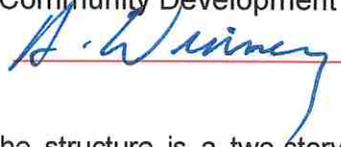
**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 204 East 2<sup>nd</sup> Street. (Applicant: Jerry Overbey) (Case File 2020-04 M)

**PREPARED BY:** Martin Reeder, AICP – Principal Planner

**DEPARTMENT:** Community Development

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The property owners of 204 East 2<sup>nd</sup> Street are requesting a Mills Act contract. The structure is a two-story Craftsman style home located on a 5,209 square-foot lot. The property is in the Small Lot Residential (RS-2) zone.

Mills Act contracts are historic preservation tools that provide property tax savings for owners in exchange for a commitment to maintain and/or restore a historic structure. This property was added to the City's list of historic properties in 2019. The residence is generally in good condition, but is in need of new paint. The owners have most recently been replacing window glass and damaged siding, and removing TV and phone cables from the home exterior. The attached Maintenance Plan lists those activities, as well as landscaping replacement and maintenance. The Mills Act contract is valid for 10 years and automatically extends for one year on the anniversary date. The City may cancel the contract if breached or opt not to renew it if proper notice is provided. There are currently 16 properties in the City in the Mills Act Program.

According to the San Diego County Assessor, there will be a reduction of approximately 30% in the assessed value of the property, which translates into a property tax reduction of about \$1,310 annually with respect to the "1%" portion of the property tax bill. Because the property lies within the former redevelopment area, this reduction will be to property taxes available to the Successor Agency. The loss to the Successor Agency would in turn impact the amount of residual balance available for distribution to other agencies, including the City whose share would be about \$262.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ MIS

The action will result in a reduction in annual Successor Agency property tax revenue of approximately \$1,310. The impact on the City would be an approximate loss of \$262 in residual balance distribution revenue from the Successor Agency.

**ENVIRONMENTAL REVIEW:**

Not subject to CEQA

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution

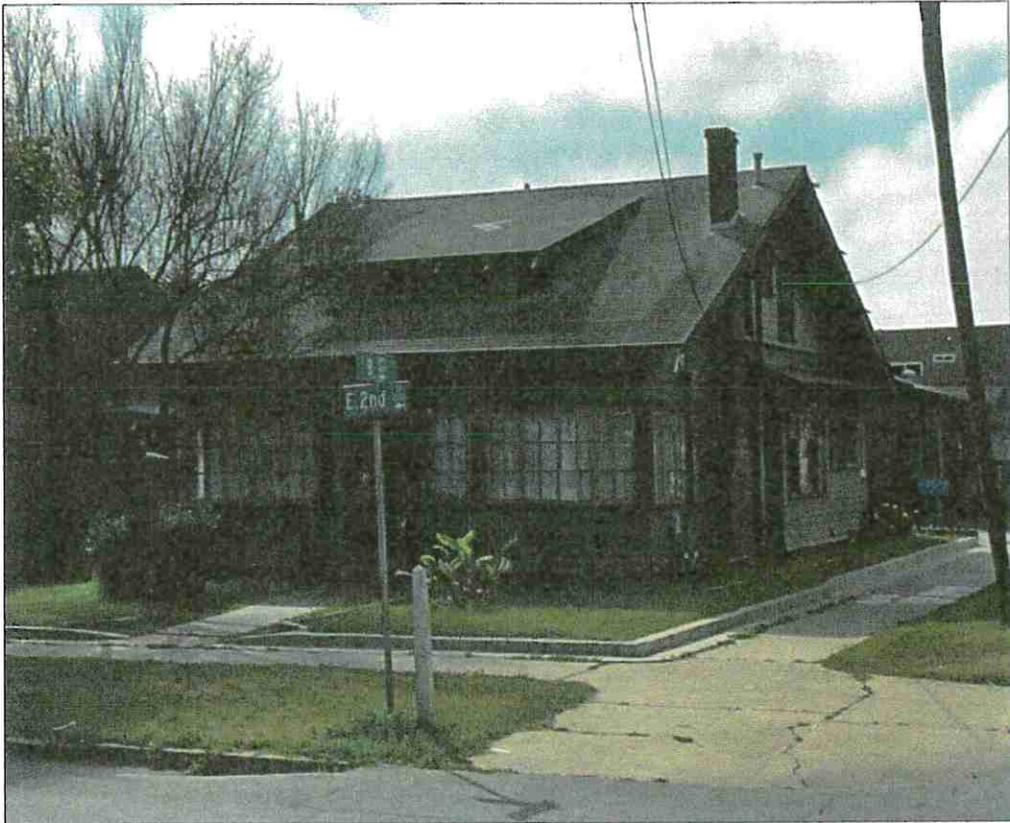
**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- |                     |                                         |
|---------------------|-----------------------------------------|
| 1. Overhead         | 4. Mills Act Contract                   |
| 2. Site Photos      | 5. List of current Mills Act properties |
| 3. Maintenance Plan | 6. Resolution                           |





View looking south



View looking northeast

ATTACI 2 ENT 2

## Maintenance Plan for 204 E. 2<sup>nd</sup> Street, National City

### Previous activities:

- Replacement of existing banana tree with more period strawberry tree (*arbutus unedo*)
- Rehabilitation of olive tree

### Current activities:

- Repairing of broken windows with glass (not changing to modern windows)
- Repairing cracked and mismatched pieces of siding.
- Caulking of cracks in exterior.
- Replacing siding pieces that create access under the house for animals.
- Removal of TV and phone cables attached to exterior.

### Future activities:

- Repaint to match original appearance of the home
- Install solar panels in compliance with standards for historic homes.

### Ongoing activities:

- Weekly, monthly, and annual landscape maintenance

*Recording Requested by and When  
Recorded Please Mail to:*

Michael R. Dalla  
City Clerk  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

APN(s): 556-103-01-00

*Above Space for Recorder's Use Only.*

### MILLS ACT CONTRACT

For property located at 204 East 2<sup>nd</sup> Street

THIS MILLS ACT CONTRACT ("Contract") is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and Jerry Overbey, an individual, and Nedra K. Overbey, an individual (collectively, "OWNERS").

### RECITALS

WHEREAS, California Government Code Section 50280, et seq., referred to as the Mills Act, authorizes cities to enter into contracts with the owners of "qualified historic properties", defined in Government Code Section 50280.1, to provide for the use, maintenance, and restoration of such historic properties so as to retain their characteristics as properties of historic significance.

WHEREAS, Owners possess fee title to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. 556-103-01-00, and located at the street address 204 East 2<sup>nd</sup> Street, National City, California (the "Historic Site"), on property generally described as:

THE WESTERLY FORTY-ONE AND TWO-THIRDS (41 2/3) FEET OF LOTS 1 TO 5 INCLUSIVE, IN BLOCK 3 OF J. L. PEARSON'S SUBDIVISION OF TEN ACRE LOT 3 IN QUARTER SECTION ONE HUNDRED FIFTY-FIVE (155) OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 801, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 20, 1895, THE EASTERLY LINE OF SAID WESTERLY 41 2/3 FEET BEING PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 1 TO 5 INCLUSIVE.

WHEREAS, the National City Council designated the above property as a Historic Site and it is so listed and currently eligible for listing in the "List of Identified Historic Sites in National City". A copy of such listing is attached to this Contract as **Attachment A**.

WHEREAS, City and Owners, for their mutual benefit, now desire to enter into this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and covenants, CITY and OWNERS agree as follows:

1. Effective Date and Term of Contract. This Contract shall be effective and commence on April 7, 2020 ("Effective Date"), and shall remain in effect for a term of ten (10) years thereafter. The initial ten-year term, and any extension pursuant to Section 2, shall collectively be referred to hereafter as the "Term."
2. Automatic Renewal and Notice of Non-Renewal.
  - a. Renewal. Each year on the anniversary of the effective date of this Contract (the "Renewal Date"), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is mailed as provided herein.
  - b. Non-Renewal. If either OWNERS or CITY desires, in any year, not to renew this Contract, OWNERS or CITY shall serve written notice of non-renewal on the other party in advance of the annual Renewal Date of the Contract. Unless such notice is served by OWNERS to CITY, in writing to the City Council, at least ninety (90) days prior to the annual Renewal Date, or served by CITY to OWNERS at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the Term as provided herein. If either CITY or OWNERS serve notice to the other of non-renewal in any year, the Contract shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.
    - (1) Protest. Upon receipt by OWNERS of a notice of non-renewal from CITY, OWNERS may make a written protest of the notice to the City Council. Any protest must be received by the CITY no later than 15 days from the date of the notice of non-renewal.

- c. Withdrawal of Non-Renewal. CITY may, at any time prior to the Renewal Date of the Contract, withdraw its notice of non-renewal.
  - d. City Non-Renewal. If CITY serves notice of non-renewal in any year, the existing Term of the Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as the case may be.
3. *[Reserved]*
4. Eligibility. To be eligible for this Contract, the Historic Site shall be listed and shall remain eligible for listing in the "List of Identified Historic Sites in National City."
5. Standards for Historic Site. During the Term, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
- a. Owners shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Site, and when necessary, restore and rehabilitate the Historic Site to conform to the rules and regulations of the Office of Historic Preservation of the Department of California State Parks, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, as amended from time to time. Work shall be done in accordance with the attached maintenance schedule drafted by the Owners attached to this Contract as **Attachment B**.
  - b. OWNERS shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
    - (1) Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
    - (2) Scrap lumber, junk, trash or debris;
    - (3) Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
    - (4) Stagnant water or excavations, including swimming pools or spas;
    - (5) Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
  - c. Five years after the Effective Date, and every five years thereafter, City shall inspect the interior and exterior of the Historic Site to determine Owners' continued compliance with the Contract. Inspections required by this Section must:
    - (1) Be scheduled by prior appointment between City and Owners, and

- (2) Occur no later than thirty days from the five-year anniversary described in this Section.
- d. Owners shall allow visibility of the exterior of the structure from the public right-of-way. Owners shall not block the view to the exterior of structure with any new structure, such as walls, fences, or shrubbery.
- e. If OWNERS apply to CITY for a permit for demolition, substantial exterior alteration, or removal of the Historic Site, OWNERS shall attend and participate in a scheduled hearing regarding such application before the board or commission designated by the City Council to oversee CITY'S historic resources prior to the issuance of such permit. CITY will endeavor to schedule such hearing within three (3) weeks after owners submit such application to CITY.
- f. Notwithstanding the foregoing Section 5(e), if OWNERS apply to CITY for a permit for the demolition, substantial exterior alteration, or removal of the Historic Site, Owners shall comply with all CITY and State of California environmental regulations, policies and requirements prior to CITY'S issuance of the requested permit.
6. Information of Compliance. OWNERS hereby agrees to furnish CITY with any and all information requested by CITY which CITY deems necessary or helpful to determine compliance with the terms and provisions of this Contract.
7. Breach of Contract; Cancellation. If CITY determines that the OWNERS have breached any of the conditions of the Contract, or have allowed the Historic Site to deteriorate to the point that it no longer meets the standards for a "qualified historical property", as defined by Government Code Section 50280.1, CITY shall do one of the following:
- a. Public Hearing. Cancel this Contract after CITY has given written notice of, and has held, a public hearing on the proposed cancellation. Notice of such hearing shall be mailed to the last known address of each of the OWNERS within the historic zone and shall be published pursuant to Government Code Section 6061. If CITY cancels the Contract pursuant to Section 7(a), OWNERS shall pay those cancellation fees set forth in Government Code Section 50286.
- b. Court Action. Bring any action in court, pursuant to Section 14(e) necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.
8. OWNERS' Cancellation Alternative. As an alternative to cancellation of the Contract, OWNERS may bring any action in court, pursuant to Section 14(e),

necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.

9. Binding Effect of Contract. OWNERS hereby subject the Historic Site to the covenants, reservations and restrictions set forth in this Contract. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth in this Contract shall be deemed covenants running with the land and shall pass to and be binding upon OWNERS' successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Contract regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument. CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that OWNERS legal interest in the Historic Site is rendered less valuable thereby. CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the historic Site for the benefit of CITY, the public, and OWNERS.
10. Processing Fee. OWNERS shall pay to CITY a processing fee of \$2,207.
11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To CITY:

City of National City  
Director of Community Development  
1243 National City Boulevard  
National City, CA 91950

To OWNERS:

Jerry and Nedra Overbey  
204 East 2<sup>nd</sup> Street  
National City, CA 91950

12. Indemnity and Hold Harmless of City. OWNERS shall defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the OWNERS' performance or other obligations, including (a) maintenance of the Historic Site by OWNERS or any contractor, subcontractor, agent, lessee, or any other person under this Contract, and also arising out of (b) any restrictions on the use or development of the Historic Site, from application or

enforcement of the National City Municipal Code or from enforcement of this Contract; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and OWNERS shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the Term of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, officers, officials, agents, employees, and volunteers.

13. Eminent Domain. If the Historic Site is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of this Contract, the Contract shall be canceled and no fee shall be imposed under Government Code Section 50286. The Contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

14. General Provisions.

- a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
- c. If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- d. This Contract shall not take effect unless and until OWNERS' signature is notarized by a notary public. Furthermore, if an agent or representative of OWNERS signs this Contract on behalf of OWNERS, the agent or representative must furnish proof to the satisfaction of CITY, that the agent or representative has authority to act on OWNERS' behalf.
- e. This Contract shall be governed by the laws of the State of California. The venue for any action shall be a court of competent jurisdiction in the County



18. Statutory References: A reference anywhere in this Contract to a Government Code section, or other statutory authority, means a reference to that section as may be later amended.

CITY OF NATIONAL CITY

OWNERS OF RECORD

Date: April 7, 2020

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By: \_\_\_\_\_  
Jerry Overbey  
(Notarized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Michael R. Dalla, City Clerk

By: \_\_\_\_\_  
Nedra K. Overbey  
(Notarized Signature)

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGIL P. MORRIS-JONES  
City Attorney

**OWNERS PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF NOTARY PAGE WITH SIGNATURE AND SEAL.**

<b>NATIONAL CITY MILLS ACT CONTRACTS</b>		
<b>CASE FILE NO.</b>	<b>ADDRESS:</b>	<b>APPLICANT</b>
M-2002-1	3600 E. 8 <sup>th</sup> Street	Moncrieff Family Limited Partnership
M-2002-2	926 A Avenue	Janice Martinelli
M-2002-3	1941 Highland Avenue	Celia, Josefina Hernandez
M-2003-1	916 A Avenue	Jeannette Salazar
M-2003-2	928 A Avenue	Jeannette Salazar
M-2003-3	1433 E. 24 <sup>th</sup> Street	Jim Ladd
M-2003-4	45 East Plaza Blvd.	Janice Martinelli
M-2003-5	907 A Avenue	Louise Branch
M-2005-1	906 A Avenue	Janice Martinelli
M-2006-1	910 A Avenue	Janice Martinelli
M-2006-2	934 A Avenue	Janice Martinelli
2007-44 M	2824 L Avenue	Sherri Steliga
2010-9 M	2525 N Avenue	ICF
2010-28 M	940 E. 16 <sup>th</sup> Street	Janice Martinelli
2018-10 M	1430 E. 24 <sup>th</sup> Street	Stephani Norton
2020-01 M	555 E. 1 <sup>st</sup> Street	Justin Tjalma

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE  
A MILLS ACT CONTRACT FOR 204 EAST 2<sup>ND</sup> STREET**

**WHEREAS**, the property owners of 204 East 2<sup>nd</sup> Street requested to enter into a Mills Act Contract with the City of National City; and

**WHEREAS**, a Public Hearing was held on April 7, 2020 to considered whether a Mills Act contract should be executed for this property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City that after considering public comment and testimony that a Mills Act Agreement should be executed with the property owners.

**BE IT FURTHER RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute a Mills Act Contract for 204 East 2<sup>nd</sup> Street. Said contract is on file in the Office of the City Clerk.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Dalla,  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones,  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Feasibility Report and Resolution of the City Council of the City of National City establishing that all Regular Board, Commission, and Committee Meetings shall be held at City Hall. \(City Attorney\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Feasibility Report and a Resolution of the City Council of the City of National City establishing that all Regular Board, Commission, and Committee Meetings shall be held at City Hall.

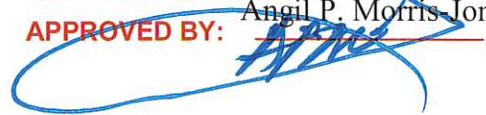
**PREPARED BY:** Angil P. Morris-Jones

**PHONE:** (619) 336-4220

**EXPLANATION:**

Please see attached Staff Report.

**DEPARTMENT:** City Attorney  
**APPROVED BY:** Angil P. Morris-Jones



**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff Report
2. Resolution



**CITY ATTORNEY OF NATIONAL CITY  
FEASIBILITY STAFF REPORT**

DATE: April 7, 2020

TO: Mayor Alejandra Sotelo-Solis  
Vice Mayor Mona Rios  
Councilmember Jerry Cano  
Councilmembers Ron Morrison  
Councilmember Gonzalo Quintero

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Feasibility Report & Resolution of all Regular Meetings to be Held at City Hall

---

At your February 18, 2020, City Council Meeting you directed the City Attorney to conduct a feasibility study of Mayor Sotelo-Solis's proposal to have all of the regular meetings of the National City Boards, Committees and Commissions in the City Council Chambers. The City Attorney was directed to report her findings to the City Council at your March 17, 2020 Meeting and if the results of the study determined that the proposal was capable of being easily accomplished to draft a Resolution for the Council to consider for adoption.

As you know, a feasibility study is an analysis that takes all relevant factors into account of a proposal or project. The relevant factors in the matter at hand includes but is limited to economic, technical, legal, and scheduling considerations to ascertain whether such action is capable of being conveniently and successfully done. Consequently, before beginning the feasibility study, the City Attorney met with the Mayor to get a clear understanding of what was being proposed. More specifically, it was to determine whether the proposal was for local City meetings to be held exclusively in the Council Chamber or was the proposal general to any room at City Hall that is appropriate for holding a public meeting. The Mayor stated that the proposal was for any suitable meeting room at City Hall and that such was not limited exclusively to the Council Chambers.

The City of National City has eight (8) locally appointed Boards, Commissions and/or Committees. The name of the City's Boards/ Commissions/ Committees, their meeting place, their meeting date and time are as follows:



**Tuesday, April 7, 2020 City Council Meeting**  
**BOARDS, COMMISSIONS AND COMMITTEES**  
**CURRENT MEETING CHART**

<b>Boards, Commissions and Committees</b>	<b>Meeting Location</b>	<b>Meeting Time</b>	<b>Meeting Schedule</b>
Community and Police Relations (CPRC)	Council Chambers – City Hall	6:00 pm	3 <sup>rd</sup> Thursdays of the months of February, May, August and November
Planning Commission	Council Chambers – City Hall	6:00 pm	1 <sup>st</sup> and 3 <sup>rd</sup> Mondays of the month
Civil Service Commission	Main / Large Conference Room – City Hall	5:30 pm	2 <sup>nd</sup> Wednesday of every other month
<b>Library Board of Trustees</b>	<b>National City Public Library</b>	<b>5:30 pm</b>	<b>1<sup>st</sup> Wednesday of the month</b>
Parks, Recreation & Senior Citizens Advisory Board	Main / Large Conference Room – City Hall	4:00 pm	3 <sup>rd</sup> Thursday of every month
Public Art Committee	Main / Large Conference Room – City Hall	3:00 pm	4 <sup>th</sup> Tuesday of January, April, July and October
Traffic Safety Committee	Main / Large Conference Room – City Hall	1:00 pm	2 <sup>nd</sup> Wednesday of every month
Veterans and Military Families Advisory Committee	Main / Large Conference Room – City Hall	4:00 pm	4 <sup>th</sup> Thursday of the month of January, April, July and October

• Highlight indicates meeting location is not at City Hall.

As reflected from the foregoing chart, the Library Board of Trustees is the only City appointed body that does not currently conduct their meetings at City Hall. The chart also shows that of the seven local City Board Meetings at City Hall only two of them (Planning Commission & CPRC) conduct their meetings in the City Council Chambers. The Library Board of Trustees currently conducts their meetings at the National City Public Library on the 2<sup>nd</sup> floor in a small conference room which is not really setup as a public meeting room. The Library Board of Trustees and the public both sit at the conference table, where there are no name plates or method of knowing who is who. When the City Attorney attends the Library Board Meetings there has been an overflow of members of the public present. The overflow members of the public bring in chairs from other library rooms and then sit in the doorway or are crowded together seated against the wall. In short, the Library's 2<sup>nd</sup> floor conference room is not adequate for use as a room to conduct public meetings under the Brown Act.

Turning your attention to the relevant factors to be considered in the feasibility study of moving the Library Board's Meeting to City Hall. First, in regards to the economic factor there would be no increase in cost to the City in moving the Library Board Meetings from the Library's 2<sup>nd</sup> floor conference room to a meeting room at City Hall. Secondly, the Library Board Meeting at City Hall would not create any technical problems for the City as the City Council Chambers and the Main/Large Conference Room are both setup and currently used for public meetings. Additionally, both the Council Chamber and the Main/Large Conference Room are equipped with a large monitor/ television screen for the public, City Board and staff to view. Thirdly, the Council Chamber and the Main/Large Conference Room at City Hall both meet all the legal requirements of the law under the Brown Act in that they are ADA compliant. The fourth and final element of this analysis is scheduling considerations of moving the Library Board Meetings to City Hall. However, as reflected from the chart presented herein above, the Library Board Meetings do not conflict with any of the meetings scheduled and held at City Hall.

It is clear from the discussion above that the current meeting place of the Library Board of Trustees is not suitable for the continued use as a room to conduct public meetings. The chart reflected herein above shows that City Hall has two rooms wherein public meeting are currently held. The two rooms are the City Council Chambers and the Main/Large Conference Room. One of the goals of any feasibility study is to select a path or way that easily accomplished. Therefore, since five of the local City Boards currently hold their meetings in the Main/Large Conference Room and because the Library Board currently holds their meetings in a conference room, the most logical and easily accomplished move for the Library Board Meeting is to relocate to the Main/Large Conference Room at City Hall.

Therefore, based on the feasibility study presented in the discussion herein above, it is the findings of the City Attorney that the Mayor's proposal to have all regular meetings of City Boards, Commission and Committees held at City Hall as feasible. Additionally, you are advised that the most appropriate room determined from the study and presents the least change for the Library Board is to hold their public meetings at City Hall in the Main/Large Conference Room. In accordance with the feasibility study, attached please find a Resolution for your consideration. Your adoption of the Resolution would establish that all regular meetings of National City Boards, Commissions and Committee shall be held at City Hall.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ESTABLISHING THAT ALL REGULAR NATIONAL CITY BOARD, COMMISSION,  
AND COMMITTEE MEETINGS SHALL BE HELD AT CITY HALL**

**WHEREAS**, during the February 18, 2020, City Council Meeting staff was directed to conduct a feasibility study of Mayor Sotelo-Solis's proposal to have all of the regular meetings of the National City Boards, Committees and Commissions in the City Council Chambers; and

**WEREAS**, a feasibility study is an analysis that takes all relevant factors into account of a proposal or project including but is limited to economic, technical, legal, and scheduling considerations to ascertain whether such action is capable of being conveniently and successfully done; and

**WHEREAS**, the City of National City has eight (8) locally appointed Boards, Commissions and/or Committees; and

**WHEREAS**, the Library Board of Trustees is the only City appointed body that does not currently conduct their meetings at City Hall; and

**WHEREAS**, the Library Board of Trustees currently conducts their meetings at the National City Public Library on the 2<sup>nd</sup> floor in a small conference room that is not setup as a public meeting room; and

**WHEREAS**, based on the feasibility study it is the findings of the City Attorney that Mayor Sotelo-Solis's proposal to have all regular meetings of City Boards, Commission and Committees be held at City Hall in either the Council Chambers or Main/Large Conference Room as feasible and appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City does hereby establish that all Regular National City Boards, Commissions, and Committee Meetings shall be held at City Hall.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the Community Development Commission-Housing Authority of the City of National City, approving the Five Year and Annual Public Housing Agency \(PHA\) Plans for Fiscal Year 2021-2025, and authorizing the submittal of the Plans to the U.S. Department of Housing and Urban Development. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

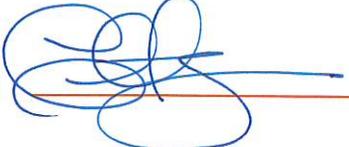
**MEETING DATE:** April 7, 2020

**AGENDA ITEM NO. |**

**ITEM TITLE:** Public Hearing and Resolution of the Community Development Commission-Housing Authority of the City of National City, approving the Five Year and Annual Public Housing Agency (PHA) Plans for Fiscal Year 2021-2025, and authorizing the submittal of the Plans to the U.S. Department of Housing and Urban Development.

**PREPARED BY:** Marta Rios   
Housing Programs Manager  
**PHONE:** (619) 336-4259

**DEPARTMENT:** Housing Authority |

**APPROVED BY:** 

**EXPLANATION:**

See attached report

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** There will be no fiscal impact as a result of this action.

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not applicable

**ORDINANCE:**

**INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the resolution

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable

**ATTACHMENTS:**

1. Background Report
2. Public Hearing Notice with Proof of Publication
3. Resolution
4. Five Year and Annual PHA Plan for Fiscal Year 2021-2025, was distributed via email in pdf format to Council on February 18, 2020; and is available for review at [www.nationalcityca.gov](http://www.nationalcityca.gov); City Hall at the: City Clerk's Office, National City Library and the Section 8 HCV Program office.

**Community Development Commission  
Housing Authority Of The City Of National City  
Section 8 Rental Assistance Program**

**Agenda Statement Addendum**

**April 7, 2020**

**Background:**

The U.S. Department of Housing and Urban Development (HUD), in response to the Quality Housing and Work Responsibility Act of 1998 (QHWRA), requires housing authorities to prepare a Section 8 Public Housing Agency (PHA) Plan. The PHA Plan concept is based on the consolidated planning process used for HUD's community and development programs. Like the Consolidated Plan that is required by HUD for jurisdictions using federal funds for housing and community development, the plan provides a planning mechanism by which the Housing Authority of the City of National City (HACNC), Section 8 Housing Choice Voucher Program can examine its long-range needs and short term needs. Specifically, the Plan identifies the needs of the families that it serves and develops both long-term strategies (i.e. Five-Year Plan) and short-term strategies (i.e. Annual Plan) for addressing the needs.

The Five Year and Annual Plans provide details about the HACNC's immediate operations, program participants, programs and services. This Plan also identifies the HACNC's strategy for handling operation concerns, resident's concerns, needs, programs and services.

As required by the Regulations, a Public Hearing needs to be conducted regarding both plans and submitted to the U.S. Department of Housing and Urban Development prior to April 17, 2020.

The Five-Year and Annual PHA Plans were distributed on February 10, 2020. They and the referenced and supporting documents will be available for public review after February 9, 2020, on the City's webpage at [www.nationalcityca.gov/section8](http://www.nationalcityca.gov/section8), and at the following locations:

CDC, Housing Authority of the City  
Of National City  
Section 8–HCV Program  
140 E. 12<sup>th</sup> Street, Suite B  
National City CA 91950

City of National City – City Hall  
City Clerk  
1243 National City Blvd  
National City CA 91950

City of National City  
Main Library  
1401 National City Blvd  
National City CA 91950

And is available for review at: [www.nationalcityca.gov](http://www.nationalcityca.gov)

## NOTICE OF PUBLIC HEARING

Community Development Commission-Housing Authority of the City of National City  
Five-Year Public Housing Agency Plan for Fiscal Years 2021-2025 and  
Fiscal Year 2021 Annual Public Housing Agency Plan

**NOTICE IS HEREBY GIVEN** that the Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City will hold a public hearing on April 7, 2020, at 6:00 p.m., in the National City Council Chambers located at 1243 National City Boulevard, National City, California. The purpose of the public hearing is to gather input on the Five Year Public Housing Agency Plan (PHA) for Fiscal Years 2021-2025 and the Fiscal Year 2021 Annual PHA Plan. The Five-Year and Annual PHA Plans will also be released for a 45-day public review and comment period on or about February 9, 2020.

The PHA Plans are a comprehensive guide to the Section 8 Housing Choice Voucher Program (HCV) policies, programs, operations, and strategies for meeting local housing needs and goals. The Five-Year Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) for acceptance every five years and the Annual Plan is submitted to HUD every year. The Section 8 HCV Administrative Plan is also subject to review as part of the Annual PHA Plan and governs the Housing Authority's administration of its Section 8 HCV Program.

The referenced and supporting documents will be available for public review after February 9, 2020 on the City of National City's website: [www.nationalcityca.gov/section8](http://www.nationalcityca.gov/section8), and at the following locations:

CDC, Housing Authority of the City  
Of National City  
Section 8-Housing Choice Voucher Program  
140 E. 12<sup>th</sup> Street, Suite B  
National City CA 91950

City of National City – City Hall  
City Clerk  
1243 National City Blvd  
National City CA 91950

City of National City  
Main Library  
1401 National City Blvd  
National City CA 91950

Written comments may be submitted prior to the public hearing and during the 45-day comment period ending on or about April 7, 2020, to:

CDC, Housing Authority of the City of National City  
Section 8 - Housing Choice Voucher Program  
Attn: Marta Rios, Housing Program Manager  
140 E. 12<sup>th</sup> Street, Suite B  
National City CA 91950-3312  
Phone: (619) 336-4254  
Fax: (619) 477-3747

DATED: January 27, 2020

Brad Raulston  
Executive Director

Date of Publication: February 9, 2020

# The San Diego Union-Tribune

## PROOF OF PUBLICATION

STATE OF CALIFORNIA  
County of San Diego

The Undersigned, declares under penalty of perjury under the laws of the State of California: That he/she is the resident of the County of San Diego. That he/she is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that he/she is not a party to, nor interested in the above entitled matter; that he/she is Chief Clerk for the publisher of

### The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instruction of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**February 9, 2020**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated in the City of San Diego, California  
on this 10<sup>th</sup> of February 2020

  
Cris Gaza

San Diego Union-Tribune  
Legal Advertising

### NOTICE OF PUBLIC HEARING

#### Community Development Commission-Housing Authority of the City of National City Five-Year Public Housing Agency Plan for Fiscal Years 2021-2025 and Fiscal Year 2021 Annual Public Housing Agency Plan

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City will hold a public hearing on April 7, 2020, at 6:00 p.m., in the National City Council Chambers located at 1243 National City Boulevard, National City, California. The purpose of the public hearing is to gather input on the Five Year Public Housing Agency Plan (PHA) for Fiscal Years 2021-2025 and the Fiscal Year 2021 Annual PHA Plan. The Five-Year and Annual PHA Plans will also be released for a 45-day public review and comment period on or about February 9, 2020.

The PHA Plans are a comprehensive guide to the Section 8 Housing Choice Voucher Program (HCV) policies, programs, operations, and strategies for meeting local housing needs and goals. The Five-Year Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) for acceptance every five years and the Annual Plan is submitted to HUD every year. The Section 8 HCV Administrative Plan is also subject to review as part of the Annual PHA Plan and governs the Housing Authority's administration of its Section 8 HCV Program.

The referenced and supporting documents will be available for public review after February 9, 2020 on the City of National City's website: [www.nationalcityca.gov/section8](http://www.nationalcityca.gov/section8), and at the following locations:

CDC, Housing Authority of the City of National City  
Section 8-Housing Choice Voucher Program  
140 E. 12th Street, Suite B  
National City CA 91950

City of National City - City Hall City Clerk  
1243 National City Blvd  
National City CA 91950

City of National City  
Main Library  
1401 National City Blvd  
National City CA 91950

Written comments may be submitted prior to the public hearing and during the 45-day comment period ending on or about April 7, 2020, to:

CDC, Housing Authority of the City of National City  
Section 8 - Housing Choice Voucher Program  
Attn: Marta Rios, Housing Program Manager  
140 E. 12th Street, Suite B  
National City CA 91950-3312  
Phone: (619) 336-4254  
Fax: (619) 477-3747

DATED: January 27, 2020

Brad Raulston  
Executive Director

Date of Publication: February 9, 2020

Order ID: 7668474  
Name: City of National City CA11465754

**CDC – National City Housing Authority**  
**Attn: Sonia Caravantes**  
**140 E 12<sup>th</sup> Street Suite B**  
**National City CA 91950**

RECEIVED  
FEB 13 2020  
*Sl*  
BY: \_\_\_\_\_

**RESOLUTION NO. 2020**

**RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, APPROVING THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AGENCY (PHA) PLANS FOR FISCAL YEAR 2021-2025, AND AUTHORIZING THE SUBMITTAL OF THE PLANS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, on October 21, 1998, the U.S. Congress enacted Public Law 105-276, known as the Quality Housing and Work Responsibility Act (“QHWRA”) requiring housing authorities to prepare and submit a Public Housing Agency Annual Plan; and

**WHEREAS**, the Five Year and Annual PHA Plan for Fiscal Year 2021-2025 provides details regarding the CDC – Housing Authority of the City of National City’s (HACNC’s) strategy for immediate operations, program participants, programs, and services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (“HUD”) requires a Public Hearing to be held in order to receive public input; and

**WHEREAS**, on April 7, 2020, a Public Hearing was held for review and recommendation by the public of the proposed Five Year and Annual Public Housing Agency Plan for Fiscal Year 2021-2025; and

**WHEREAS**, the Resident Advisory Board (“RAB”) was provided an opportunity to review and provide comment to the PHA Plan for Fiscal Year 2021 - 2025 for any significant amendments or modifications.

**NOW THEREFORE BE IT RESOLVED** that the Community Development Commission – Housing Authority of the City of National City hereby approves the Five Year and Annual Public Housing Agency Plan for Fiscal Year 2021-2025.

**BE IT FURTHER RESOLVED** that the Community Development Commission – Housing Authority of the City of National City hereby approves the submittal of the Five Year and Annual PHA Plan for Fiscal Year 2021-2025 by the Executive Director to the U.S. Department of Housing and Urban Development (HUD). A copy of said PHA Plan is attached hereto.

**PASSED and ADOPTED this 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Dalla,  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [COVID-19 Update.](#)  
[\(City Manager\)](#)

Please scroll down to view the backup material.

**Item # \_\_\_\_**  
**04/07/20**

**COVID-19 Update**

**(City Manager)**